

**CITY OF FAIRFIELD
REGULAR MEETING**

**TUESDAY, JULY 15, 2014; 6:00 P.M.
COUNCIL CHAMBER, CIVIC CENTER**

CITY COUNCIL

AGENDA

CALL TO ORDER

6:00 p.m.

ROLL CALL

Councilmember Pam Bertani
Councilmember Catherine Moy
Councilmember John Mraz
Vice-Mayor Rick Vaccaro
Mayor Harry T. Price

INVOCATION

Chaplain William J. Limneos, Fairfield Fire Department

PLEDGE OF ALLEGIANCE

COUNCIL REPORTS

CITY MANAGER REPORT

CITY CLERK REPORT

PROCESS FOR PUBLIC COMMENTS

Speakers may address items on this agenda at the time each item is considered. Under PUBLIC COMMENTS, the public may speak on items not on the agenda but within the jurisdiction of the City Council, provided that NO action may be taken on off-agenda items except as authorized by law. Off-agenda items from the public will be taken under consideration without discussion by the Council and may be referred to staff. To speak on an agenda item, please complete a speaker's card and give it to the City Clerk before the meeting, or at the latest, prior to the time for public comments on that item. Speakers are requested to limit their comments to four minutes, with one minute to summarize their remarks.

PUBLIC COMMENTS

CONSENT CALENDAR NOTICE

All matters listed on the Consent Calendar are to be approved with one motion unless a member of the Council or the public requests that separate action be taken on a specific item.

COUNCIL CONSENT CALENDAR (Items 1-4)

1. Approval of Minutes:
 - a. May 20, 2014
 - b. June 3, 2014

Recommended Action: Approve minutes.

2. Minute Action Approving Destruction of Records in Accordance with Records Retention Schedule – Police Department (Gabriele Cohen, 707-428-7374)

Funding Source: None

Recommended Action: Approve by minute action the destruction of records.

3. Resolution 2014-170 Approving an Agreement with Joe A. Gonsalves & Son for Legislative Advocacy Services Related to State Legislative and Governmental Affairs (Dawn La Bar, 707-428-7749)

Funding Source: \$44,000; General Fund (\$14,000), Drainage Maintenance Fund (\$5,000), Street Capital Projects Fund (\$10,000), Sewer Mains Capital Project Fund (\$5,000), and Municipal Water Utility Fund (10,000)

Recommended Action: Adopt resolution.

4. Resolution 2014-171 Rejecting All Project Bids for the Police Roof Replacement and Data Center Cooling Project. (Kevin L. Berryhill, 707-428-7494)

Funding Source: N/A

Recommended Action: Adopt resolution.

NEW BUSINESS (Items 5-8)

5. City Council Discussion and Minute Action to Select a Voting Delegate for the 2014 League of California Cities Annual Conference (Dawn La Bar, 707-428-7749)

Funding Source: \$1,330.00; General Fund

Recommended Action: Hold discussion and select a voting delegate by minute action.

6. Resolution 2014-172 of the City Council of the City of Fairfield Requesting Assemblyman Steve Fox Include the City of Fairfield in a Pilot Program Created Through AB 1513 Addressing Property Squatters (Dawn La Bar, 707-428-7749)

Funding Source: N/A

Recommended Action: Adopt resolution.

7. Resolution 2014-173 Approving Submittal of an Allocation Request to the California Transportation Commission for Trade Corridors Improvement Fund Program funds for Construction of the Fairfield/Vacaville Intermodal Station Project (Kevin L. Berryhill, 707-428-7494)

Funding Source: \$11.0 million; funds will be combined with a variety of regional, State and local sources to fund the project's construction activities. No General Funds will be used for the Station project

Recommended Action: Adopt resolution.

8. Resolution 2014-174 of the City Council Approving the Project Labor Agreement (PLA) for the Construction of the City of Fairfield Intermodal Station Project and Directing Staff to Incorporate the PLA into the Plans and Specifications for the Fairfield Intermodal Station Project (George Hicks, 707-428-7493)

Funding Source: None

Recommended Action: Adopt resolution.

PUBLIC HEARINGS (Items 9-15)

9. Public Hearing and Resolution 2014-175 of the City Council Confirming Weed Abatement Charges for 2013 (Jorge Merodio, 707-436-7220)

Funding Source: \$2,235; City will be reimbursed costs associated with weed abatement incurred by the Fire and Finance Departments

Recommended Action: Hold public hearing and adopt resolution.

10. Continue Public Hearing and Introduce Ordinance 2014-05 Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses (George Hicks, 707-428-7493)

Funding Source: None

Recommended Action: 1) Hold continued public hearing and introduction of ordinance; 2) Waive further reading of the ordinance in full and approve reading by title only; 3) Approve the first reading of the ordinance.

11. Continue Public Hearing and Resolution 2014-161 Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 8 – Kolob Estates (Kevin L. Berryhill, 707-428-7494)

Funding Source: None

Recommended Action: Hold continued public hearing and adopt resolution.

12. Continue Public Hearing and Resolution 2014-162 Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 12 – Downtown Business District (Kevin L. Berryhill, 707-428-7494)

Funding Source: None

Recommended Action: Hold continued public hearing and adopt resolution.

13. Continue Public Hearing and Resolution 2014-163 Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 7 – Rolling Hills (Kevin L. Berryhill, 707-428-7494)

Funding Source: None

Recommended Action: Hold continued public hearing and adopt resolution.

14. Public Hearing and Adopt Resolution 2014-176 Annexing of Territory (Taco Bell Development) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 4; and

Resolution 2014-177 Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 4 (Taco Bell Development) (Kevin L. Berryhill, 707-428-7494)

Funding Source: None

Recommended Action: Hold public hearing and adopt resolutions.

15. Public Hearing and Resolution 2014-178 Annexing of Territory (Carpenters Union Development) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 5; and

Resolution 2014-179 Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 5 (Carpenters Union Development) (Kevin L. Berryhill, 707-428-7494)

Funding Source: None

Recommended Action: Hold public hearing and adopt resolutions.

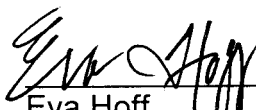
ADJOURN TO TUESDAY, AUGUST 19, 2014, 6:00 P.M., COUNCIL CHAMBER.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Fairfield to all or a majority of the Fairfield City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, in the 4th floor lobby, 1000 Webster Street, Fairfield, California during normal business hours.

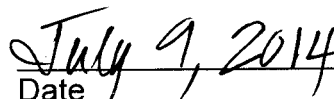
The City of Fairfield does not discriminate against any individual with a disability. City publications will be made available upon request in the appropriate format to persons with a disability. If you need an accommodation to attend or participate in this meeting due to a disability, please contact Eva Hoff, Deputy City Clerk, in advance of the meeting at (707) 428-7402.

PUBLIC NOTIFICATION

I, Eva Hoff, Deputy City Clerk for the City of Fairfield, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of July 15, 2014 in compliance with the Brown Act prior to the meeting date.



Eva Hoff
Deputy City Clerk



Date

**CITY OF FAIRFIELD
CONCURRENT REGULAR MEETING**

**TUESDAY, MAY 20, 2014; 6:00 P.M.
COUNCIL CHAMBER, CIVIC CENTER**

CITY COUNCIL

MINUTES

CALL TO ORDER

Mayor Harry Price called the meeting to order at 6:00 p.m.

ROLL CALL

On roll call were Councilmembers Pam Bertani and Catherine Moy, Vice-Mayor Rick Vaccaro, and Mayor Harry Price. Councilmember John Mraz was absent.

INVOCATION

Pastor Steve Kiefer of First Christian Church gave an invocation.

PLEDGE OF ALLEGIANCE

The Fairfield-Suisun Public Safety Academy Color Guard Team led the Pledge of Allegiance.

COUNCIL REPORTS

Vice-Mayor Vaccaro commended the Public Safety Academy and the Color Guard, and encouraged everyone to visit the academy. He reported that he had the honor of presenting a mayoral proclamation to Anand Patel for National Travel & Tourism Week, commending him and the Fairfield Conference & Visitor's Bureau. Lastly, he thanked everyone who contacted him to assist the city, following the April 29 community meeting.

Councilmember Bertani congratulated Pastor Mervin Davis, Jr. of True Love Baptist Church, who celebrated his anniversary last Sunday. She also congratulated Pastor David Isom on his upcoming 7th anniversary on June 1 at St. Stephen CME. Lastly, she thanked the Fairfield-Suisun Unified School District, the Oakland Raiders, and the Fairfield Neighborhood Organizing Workforce, on completing the Pushing for Excellence program at Armijo High School, Green Valley Middle School, and the Matt Garcia Learning Center.

Councilmember Moy had no report.

Mayor Price reported that he and the Fairfield-Suisun Unified School District recognized 86 top academic students graduating from high school this year. Secondly, he reported that Kaiser Permanente held an annual luncheon earlier that day, recognizing various organizations that provide essential services to the cities in Napa and Solano counties, including the City's Fun on the Run program. Thirdly, he stated that at the Travis Regional Armed Forces Committee meeting, it was announced that a second Fisher House would open at Travis AFB. Lastly, he mentioned that Kaiser in Vallejo would sponsor six family medicine physicians who would be assigned to schools throughout Solano and Napa counties.

CITY MANAGER REPORT

City Manager Quinn reported on the Fairfield Police Motors 1st Annual Training Competition held at the Solano Town Center, noting Officer Steven Carnahan did very well, placing third. He also encouraged everyone to attend the Solano County Peace Officers Memorial event taking place tomorrow in front of the Peace Officers' Wall of Honor. He reported a revision to Housing Authority Resolution HA2014-02, correcting a Family Self-Sufficiency Grant effective date to January 2015. He recommended that Council Consent items 6 and 7 be pulled and moved to New Business due to potential conflicts of interest. He also stated that he had a conflict of interest on item 6.

CITY CLERK REPORT

Deputy City Clerk Eva Hoff had no report.

PUBLIC COMMENTS

Ricky Gjertsen Jr. spoke about the June 3 Election and registering to vote.
Alvina Sheeley spoke about a fundraiser for child sex trafficking awareness.
Edward Hamill spoke about Parkways Gardens.
George Guywn spoke about Parkway Gardens and police vehicles.

CONVENE MEETING OF THE HOUSING AUTHORITY

Mayor Price convened the meeting the Housing Authority at 6:26 p.m.

CONVENE MEETING OF THE PARADISE VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT BOARD

Mayor Price convened the meeting of the Paradise Valley Geologic Hazard Abatement District Board at 6:29 p.m.

RECONVENE MEETING OF THE CITY COUNCIL

Mayor Price reconvened the meeting of the City Council at 6:30 p.m.

COUNCIL CONSENT CALENDAR (Items 3-5, 8-9)

The Council Consent Calendar was amended to move Item 6, Resolution 2014-80, and Item 7, Resolution 2014-81, to New Business, due to potential conflicts of interest related to property ownership.

3. Resolution 2014-77 of the City Council Approving a Three-Year Contract with Keenan and Associates as the Broker of Record for the Employee Benefit Programs
4. Resolution 2014-78 of the City Council Authorizing the Purchase of Telephone System Equipment and Services from Altura Communications Solutions, LLC
5. Resolution 2014-79 Approving Specifications, Rejecting the Bid from FBD Vanguard Construction, Inc., as being Non-Responsive and Awarding a Contract to Swank Construction, Inc., for the ADA Improvements 2014 - Rancho Solano Subdivision Project
8. Resolution 2014-82 Declaring Its Intention to Annex Territory (Garibaldi Ranch Unit 6) to a Community Facilities District and to Authorize the Levy of Special Taxes Therein, the City of Fairfield Community Facilities District No. 4-A (Fairfield Open Space) Annexation No. 18
9. Resolution 2014-83 Initiating Proceedings for the Annexation of Territory (Annexation No. 8) (Garibaldi Ranch Unit 6) to the City of Fairfield Landscaping and Lighting Maintenance District No. 10 (Southbrook); and the Levy and Collection of Annual Assessments Related Thereto Commencing with Fiscal Year 2014/2015; and

Resolution 2014-84 for Preliminary Approval of the Engineer's Report Regarding the Annexation of Territory to the City of Fairfield Landscaping and Lighting Maintenance District No. 10 (Southbrook), Annexation No. 8 (Garibaldi Ranch Unit 6); and the Levy and Collection of Annual Assessments related thereto Commencing Fiscal Year 2014/2015; and

Resolution 2014-85 Declaring Its Intention to Annex Territory (Garibaldi Ranch Unit 6) to the City of Fairfield Landscaping and Lighting Maintenance District No. 10 (Southbrook); and to Levy and Collect Annual Assessments related Thereto Commencing Fiscal Year 2014/2015; and Calling for a Property Owner Protest Proceeding, to Submit to the Qualified Property Owners the Question of Levying such Assessments and Establishing an Assessment Range Formula for Said Annexation

Vice-Mayor Vaccaro made a motion to approve the Consent Calendar as amended. Councilmember Moy seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

NEW BUSINESS (Items 6-7 and 10-14)

Item 6, Resolution 2014-80, and item 7, Resolution 2014-81, were moved from Consent Calendar to New Business due to potential conflicts of interest related to property ownership.

6. Resolution 2014-80 Levying Special Taxes within Community Facilities District No. 1 of the City of Fairfield for Fiscal Year 2014-2015

Deputy City Clerk Hoff administered a straw vote between Councilmember Bertani and Vice-Mayor Vaccaro due to potential conflicts of interest related to property ownership. Councilmember Bertani drew the long straw and remained to vote. Vice-Mayor Vaccaro recused himself and left the dais. City Manager Quinn also left the dais due to a potential conflict of interest related to property ownership. Councilmember Moy made a motion to approve Resolution 2014-80. Councilmember Bertani seconded the motion. Councilmember Mraz was absent. Vice-Mayor Vaccaro abstained. The motion carried unanimously.

7. Resolution 2014-81 Granting Preliminary Approval of 2014-2015 Supplement to Engineer's Report for Levy and Collection of Maintenance Assessments and Providing for Notice of Hearing Thereof (Smith Ranch Assessment District)

Vice-Mayor Vaccaro recused himself and remained away from the dais due to a potential conflict of interest related to property ownership. Councilmember Bertani made a motion to approve Resolution 2014-81. Councilmember Moy seconded the motion. Councilmember Mraz was absent. Vice-Mayor Vaccaro abstained. The motion carried unanimously.

Vice-Mayor Vaccaro returned to the dais.

10. Dawn La Bar of the City Manager's Office recommended to Council that it approve Resolution 2014-86 of the City Council of the City of Fairfield Authorizing the Mayor to Sign a Letter in Support of AB 1439 (Salas) Unfair Business Practices: Contests and Sweepstakes. Councilmember Bertani made a motion to approve Resolution 2014-86. Councilmember Moy seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

11. Kevin Berryhill of the Public Works Department recommended to Council that it approve Resolution 2014-87 Authorizing the City Manager to Execute Amendment No. 3 to the Agreement for Consulting Services between the City of Fairfield and HNTB Corporation for the Preliminary Studies, Design, Bid Assistance, and Construction Administration for the Fairfield / Vacaville Train Station Project

Brian Thiemer spoke about additional amendments to item 11.

Councilmember Bertani made a motion to approve Resolution 2014-87. Councilmember Moy seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

12. City Manager Quinn gave a Presentation on Quality of Life Task Force update.

Raymond Courtemanche spoke on item 12.

Nick Fisher spoke on item 12.

Ritsa Preston spoke on item 12.

Tracee Stacy spoke on item 12.

13. City Manager Quinn recommended to Council that it approve Resolution 2014-88 of the City Council Establishing the Mayor's Commission on Crime.

Joseph Martinez spoke in support of item 13.

Vice-Mayor Vaccaro made a motion to approve Resolution 2014-88. Councilmember Moy seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

14. Assistant City Manager David White presented a Discussion Regarding Transit Consolidation.

Tawny Kanae-Huston spoke in opposition to item 14.

Tracee Stacy spoke in opposition to item 14.

Brian McLean spoke in opposition to item 14.

PUBLIC HEARINGS (Items 15-17)

15. Kevin Berryhill of the Public Works Department recommended to Council that it hold a Public Hearing and Introduce Ordinance 2014-05 of the City Council of the City of Fairfield Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses.

Mayor Price opened the public hearing.

Stan Dumdumaya spoke in opposition to item 15.

Tom Nelson spoke in opposition to item 15.

Kimberly Harris spoke in opposition to item 15.

John Takeuchi spoke in opposition to item 15.

Jaden Dumdumaya submitted a speaker card, but did not speak.

Mayor Price closed the public hearing then reopened it for Councilmembers' additional questions on item 15.

Councilmember Moy made a motion to continue the public hearing on this item to the next Council meeting. Councilmember Bertani seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

16. George Hicks recommended to Council that it hold a Public Hearing and Introduce Ordinance 2014-06 of the City Council of the City of Fairfield Adopting Revisions to Section 16.4.6 of Chapter 16 of the Fairfield City Code (Streets and Sidewalks) to Update Encroachment Fee Provisions.

Mayor Price opened the public hearing. No speaker cards were received. Mayor Price closed the public hearing.

Vice-Mayor Vaccaro made a motion to waive further reading of Ordinance 2014-06 in full and approve reading by title only. Councilmember Moy seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

Deputy City Clerk Hoff read the title of Ordinance 2014-06. Councilmember Bertani made a motion to approve the first reading of the ordinance. Councilmember Moy seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

17. Ken Aiello of the Police Department recommended to Council that it Continue Public Hearing and Resolution 2014-76 of the City Council Creating a Special Assessment Against the Property Taxes for the Property Located at 274 Daphne Drive.

Mayor Price opened the continued public hearing from the May 6, 2014 Council meeting. No speaker cards were received. Mayor Price closed the public hearing. Councilmember Bertani made a motion to approve Resolution 2014-76. Vice-Mayor Vaccaro seconded the motion. Councilmember Mraz was absent. The motion carried unanimously.

ADJOURNED AT 8:54 P.M. TO TUESDAY, JUNE 3, 2014, 6:00 P.M., COUNCIL CHAMBER.

Deputy City Clerk

Mayor

**CITY OF FAIRFIELD
REGULAR MEETING**

**TUESDAY, JUNE 3, 2014; 6:00 P.M.
COUNCIL CHAMBER, CIVIC CENTER**

CITY COUNCIL

MINUTES

CALL TO ORDER

Mayor Price called the meeting to order at 6:00 p.m. On roll call were Councilmembers Pam Bertani, Catherine Moy, and John Mraz; Vice-Mayor Rick Vaccaro, and Mayor Harry Price.

INVOCATION

John Takeuchi gave an invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Purple Heart recipient, Commander Richard Jones, U.S. Marine Corps.

COUNCIL REPORTS

Councilmember Bertani congratulated Senior Pastor David Isom on his seventh anniversary with St. Stephens CME Church. She attended the celebration on June 1 with Mayor Price, Vice-Mayor Vaccaro, Assistant City Manager David White, and Councilmember Moy.

Councilmember Moy strongly encouraged citizens to vote and stated that the polls would be open until 8:00 p.m.

Councilmember Mraz had nothing to report.

Vice-Mayor Vaccaro reported that he attended a fundraiser at Wooden Valley Winery on June 1 for human trafficking sponsored by the Fairfield-Suisun Chamber of Commerce's Leadership Today group. He also congratulated all of the local high school graduates and wished them well.

Mayor Price reported that he received a letter from U.S. Senator Barbara Boxer stating that her field representative, Brandon Ida, had toured the Public Safety Academy and the Sullivan Interagency Youth Services Center on April 29. Senator Boxer was very impressed that these two agencies were greatly helping to address the needs of local youth in Fairfield. The mayor also stated that Nelda Mundy and Oakbrook elementary schools were named as California Distinguished Schools.

CITY MANAGER REPORT

Assistant City Manager David White reported a change to Item 17, replacing Resolution 2014-116 with Resolution 2014-123. A revised staff report and resolution were distributed to everyone and he stated that copies were in the lobby for the public. He reported that he and Mayor Price attended the Solano EDC breakfast last week where youth initiatives were the focus.

CITY CLERK REPORT

City Clerk Karen Rees reported that the Senior Center is in need of volunteer drivers for the Senior Day Trips program. She welcomed back Jane Kibbey of the Fairfield Senior Center.

PUBLIC COMMENTS

Willie Turner commented on Landscape Maintenance District 10 in Cordelia.

COUNCIL CONSENT CALENDAR (Items 1-13)

1. Minute Action Cancelling the City Council Meeting on June 17, 2014 and Rescheduling it to June 24, 2014
2. Resolution 2014-89 of the City Council of the City of Fairfield Designating the City of Fairfield as a "Purple Heart City"
3. Resolution 2014-90 Approving and Authorizing the Execution of First Amendment to Office Use Agreements by and between the City of Fairfield and the Fairfield Conference and Visitor's Bureau, the North Texas Street Business Association, and the Fairfield Main Street Association for Use of Office Space Located on the First Floor of City Hall
4. Resolution 2014-91 of the City Council Approving the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation.
5. Resolution 2014-92 Authorizing the Director of Finance to Write Off Uncollectible Accounts
6. Resolution 2014-93 Approving 2014 City of Fairfield Standard Specifications and Details
7. Resolution 2014-94 Approving an Engineering Services Agreement between the City of Fairfield and West Yost Associates for a Condition Assessment Study of the City's Water Pump Stations
8. Resolution 2014-95 Approving an Agreement between the City of Fairfield and the City of Vallejo for Outside City Water Service to the Old Cordelia Area

9. Ordinance 2014-06 Adopting Revisions to Section 16.4.6 of Chapter 16 of the Fairfield City Code (Streets and Sidewalks) to Update Encroachment Fee Provisions; and

Resolution 2014-96 Establishing Fees for Encroachments Pursuant to Article 1 of Chapter 16 of the Fairfield Municipal Code

10. Resolution 2014-97 of the City Council Declaring Its Intention to Annex Territory (Taco Bell Development) to a Community Facilities District and to Authorize the Levy of Special Taxes Therein, the City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation and Park Maintenance) Annexation No. 4
11. Resolution 2014-98 of the City Council Declaring Its Intention to Annex Territory (Carpenters Union Development) to a Community Facilities District and to Authorize the Levy of Special Taxes Therein, the City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation and Park Maintenance) Annexation No. 5
12. Resolution 2014-99 through Resolution 2014-110 of the City Council Granting Preliminary Approval of Engineer's Report, Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of Hearings Thereof for Maintenance District No. 1 – Gateway, No. 3 – Waterman Highlands, No. 6 – Peppertree, No. 10 – Southbrook, No. 11 – Paradise Valley North, No. 13 – North Cordelia, No. 14 – Woodlake, No. 15 – Gold Ridge, No. 16 – Creekside at Cordelia, No. 17 – Chadbourne – Beck – Cordelia, and No. 18 – Gold Ridge Park, and No. 19 – Suisun Valley Road/Kaiser
13. Resolution 2014-111 of the City Council Amending the Alphabetical Listing of Classes and Salaries; and

Resolution 2014-112 of the City Council Amending the Department Position Control List

Councilmember Bertani made a motion to approve the Consent Calendar as presented. Vice-Mayor Vaccaro seconded the motion. The motion carried unanimously.

Before moving on to new business, Mayor Price called to the podium Purple Heart recipient Commander Richard Jones of the U.S. Marine Corps, and presented him with a framed Resolution 2014-89 of the City Council of the City of Fairfield Designating the City of Fairfield as a "Purple Heart City".

NEW BUSINESS (Item 14-21)

14. City Attorney Greg Stepanicich presented Resolution 2014-113 of the City Council of the City of Fairfield Approving the City Manager Employment Agreement between the City of Fairfield and David A. White and Amending the Salary Schedule.

Councilmember Mraz made a motion to approve Resolution 2014-113. Vice-Mayor Vaccaro seconded the motion. The motion carried unanimously.

15. Assistant City Manager and Finance Director David White recommended to Council that it approve Resolution 2014-114 of the City Council Approving a 60-Month Agreement with Infosend, Inc. for printing and mailing of Fairfield Municipal Utility Bills and Notices.

George Guynn spoke in opposition to item 15.

Vice-Mayor Vaccaro made a motion to approve Resolution 2014-114. Councilmember Mraz seconded the motion. The motion carried unanimously.

16. Kevin Berryhill of the Public Works Department recommended to Council that it approve Resolution 2014-115 Approving Specifications and Awarding a Contract to VSS International, Inc., for the 2014 Seal Coat Project – Cordelia Villages, Green Valley Lakes, Rancho Solano, and Nelson Hill.

Councilmember Bertani made a motion to approve Resolution 2014-115. Vice-Mayor Vaccaro seconded the motion. The motion carried unanimously.

17. George Hicks of the Public Works Department recommended to Council that it approve Resolution 2014-123 of the City Council Approving Plans and Specifications for the Oliver Road Park and Ride Improvement Project and Award the Contract to Swank Construction, Inc.

Councilmember Mraz made a motion to approve Resolution 2014-123. Vice-Mayor Vaccaro seconded the motion. Councilmember Bertani was opposed. The Resolution passed with a 4 to 1 vote.

18. Kevin Berryhill of the Public Works Department recommended to Council that it approve Resolution 2014-117 Granting Preliminary Approval of Engineer's Report, Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 5 – Smith Ranch (Rancho Solano).

Due to a potential conflict of interest related to property ownership, Councilmember Mraz and Vice-Mayor Vaccaro abstained from voting on Item 18 and left the dais. Councilmember Moy made a motion to approve Resolution

2014-117. Councilmember Bertani seconded the motion. The motion carried unanimously.

Councilmember Mraz and Vice-Mayor Vaccaro returned to the dais.

19. Resolution 2014-118 Granting Preliminary Approval of Engineer's Report, Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 7 – Rolling Hills.

Due to a potential conflict of interest related to property ownership, Councilmember Bertani abstained from voting on item 19 and left the dais. Vice-Mayor Vaccaro made a motion to approve Resolution 2014-118. Councilmember Moy seconded the motion. The motion carried unanimously.

Councilmember Bertani returned to the dais.

20. Resolution 2014-119 Granting Preliminary Approval of Engineer's Report, Declaring Intention to Order Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 8 – Kolob Estates

Due to a potential conflict of interest related to property ownership, Mayor Price abstained from voting on item 20 and left the dais. Vice-Mayor Vaccaro made a motion to approve Resolution 2014-119. Councilmember Mraz seconded the motion. The motion carried unanimously.

Mayor Price returned to the dais.

21. Resolution 2014-120 Granting Preliminary Approval of Engineer's Report, Declaring Intention to Order Levy and Collection of Assessments, and Providing for Notice of Hearing Thereof for Maintenance District No. 12 – Downtown Business District

Due to a potential conflict of interest related to property ownership, Councilmember Moy abstained from voting on Item 21 and left the dais. Councilmember Mraz made a motion to approve Resolution 2014-120. Councilmember Bertani seconded the motion. The motion carried unanimously.

Councilmember Moy returned to the dais.

PUBLIC HEARINGS (Items 22-23)

22. Sandie Valentine of the Community Resources Department recommended to Council that it hold a Public Hearing and adopt Resolution 2014-121 of the City Council of the City of Fairfield Approving the Community Development Block Grant (CDBG) Annual Action Plan for Fiscal Year 2014-2015, which Includes the Funding Allocations for the Community Development Block Grant Program.

Mayor Price opened the public hearing. No speaker cards were received. Mayor Price closed the public hearing.

Councilmember Mraz made a motion to approve Resolution 2014-121. Councilmember Moy seconded the motion. The motion carried unanimously.

23. Richard Hancock of the Community Development Department recommended to Council that it open the Public Hearing and approve Resolution 2014-122 of the City Council of the City of Fairfield Adopting a Mitigated Negative Declaration and Approving a General Plan Amendment from Industrial Business Park to Residential Medium Density on an Approximately 15.5-Acre Site Located on the East Side of Suisun Valley Road, North and South of Kaiser Drive (APN: 0180-070-080) and Adopting an Environmental Impact Report Addendum for the Fairfield Corporate Commons Project; and

Introduce Ordinance 2014-07 of the City Council of the City of Fairfield Amending Chapter 25, Article I of the Fairfield City Code to Rezone Approximately 15.5 Acres Located East of Suisun Valley Road, North and South of Kaiser Drive (APNS: 0027-360-010; 0027-340-040, -050, -060, -070, -100) from the IBP (Industrial Business Park) Zone to the RM (Medium Density Residential) Zone; and

Introduce Ordinance 2014-08 of the City Council of the City of Fairfield Approving the Third Amendment to Development Agreement Between the City of Fairfield and Mary C. Garaventa, Trustee of the Garaventa Family Children's Trust, Adding Parties, Modifying the Term, Adding Area, and Modifying Traffic Mitigation Measures.

Mayor Price opened the public hearing. No speaker cards were received. Mayor Price closed the public hearing. Councilmember Moy made a motion to adopt Resolution 2014-122. Councilmember Mraz seconded the motion. The motion carried unanimously.

Vice-Mayor Vaccaro made a motion to waive further reading of Ordinance 2014-07 in full and approve reading by title only. Councilmember Bertani seconded the motion. The motion carried unanimously.

City Clerk Rees read the title of Ordinance 2014-07. Councilmember Mraz made a motion to approve the first reading of the ordinance. Councilmember Moy seconded the motion. The motion carried unanimously.

Councilmember Mraz made a motion to waive further reading of Ordinance 2014-08 and approve reading by title only. Councilmember Moy seconded the motion. The motion carried unanimously.

City Clerk Rees read the title of Ordinance 2014-08. Councilmember Bertani made a motion to approve the first reading of Ordinance 2014-08. Councilmember Moy seconded the motion. The motion carried unanimously.

ADJOURNED AT 7:02 P.M. TO TUESDAY, JUNE 24, 2014, 6:00 P.M., COUNCIL CHAMBER.

City Clerk

Mayor



Agenda Item No. 2

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
Walter B. Tibbet, Chief of Police WBT
Gabriele Cohen, Police Support Supervisor gc

SUBJECT: Minute Action Approving Destruction of Records in Accordance with Records Retention Schedule

RECOMMENDED ACTION

Approve by minute action the destruction of records.

STATEMENT OF ISSUE

On February 7, 2012, the City Council approved an updated retention schedule for the Fairfield Police Department. Attached is a list of records for destruction in accordance with the retention schedule.

DISCUSSION

The records listed are eligible for destruction and are in accordance with the legal guidelines. They meet the required retention periods and have been signed off by the appropriate staff. Following City Council approval, these records will be destroyed.

FINANCIAL IMPACT

None.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The City Council could choose not to approve the request for destruction of records. This would create additional records storage costs and space requirements.

PAGE 2

Agenda Item No. 2

DATE: July 15, 2014

SUBJECT: Minute Action Approving Destruction of Records in Accordance
with Records Retention Schedule

DOCUMENTS ATTACHED

Records Destruction Notices

STAFF CONTACT

Gabriele Cohen, Police Support Supervisor
(707) 428-7374
gcohen@fairfield.ca.gov

Coordinated with: City Attorney's Office

RECORDS DESTRUCTION NOTICE

TO: City Clerk
FROM: Sue Violette, Police Department Assistant *JV*
DATE: June 18, 2014

In accordance with City of Fairfield Records Retention Schedule, the following records have reached their retention period and are eligible for destruction.

Record Description

Period Covered

Citizen Complaint Investigation

(Purge criteria is five years from date of initiated complaint.) These complaints do not include any officers currently involved in pending litigation.

CCI 2009-06	Dated 01-29-09
CCI 2009-07	Dated 02-05-09
CCI 2009-09	Dated 04-24-09
CCI 2009-10	Dated 04-21-09
CCI 2009-11	Dated 05-08-09
CCI 2009-12	Dated 05-19-09
CCI 2009-14	Dated 06-12-09

Pitchess Motions

(Purge criteria is two years.)

January 23, 2012 – June 12, 2012

Civil Actions (copies from Risk Management)

(Purge criteria is two years.)

January 23, 2012 – June 12, 2012

Special Service Assignments

(Purge criteria is two years.)

January 23, 2012 – June 12, 2012

Submitted by:

Gabrielle Cohen

Records Retention/Admin Supervisor

Date: 7/1/14

Approved by:

W. B. T. O.

Department Head

Date: 7/2/14

[Signature]

City Attorney

Date: 7/8/14

City Council

Date: _____

Destroyed by: _____

Date: _____

EXPLORER PROGRAM	2
HOLDING CELL INSPECTION REPORTS	2
LICENSE – Alcoholic Beverage Control	2+T
NEIGHBORHOOD WATCH	2+T
PARENT PROJECT WORKING FILES	2

**SUPPORT SERVICES DIVISION
ADMINISTRATIVE SERVICES BUREAU
Hearings**

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
ADMINISTRATIVE REVIEW HEARINGS	2
DANGEROUS DOG and ANIMAL NUISANCE HEARINGS	2

**SUPPORT SERVICES DIVISION
ADMINISTRATIVE SERVICES BUREAU
Professional Standards Unit**

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
PROFESSIONAL STANDARDS UNIT	2
Administrative Inquiries	2
Citizen Complaint Investigations	5
Internal Affairs Investigations	5
Pitchess Motions	2
PSU Purge Lists	P
Pursuit Policy Memos	2
Shootings – Officer Involved	P
Use of Force Reports	2
SPECIAL SERVICE ASSIGNMENTS	2+T
TRANSCRIPTION	2

**SUPPORT SERVICES DIVISION
ADMINISTRATIVE SERVICES BUREAU
Property / I.D. Unit**

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
AUCTION RECORDS	2
EVIDENCE (Any related paperwork goes to Records & is attached to report.)	
GUN DESTRUCTION	2
NARCOTICS DESTRUCTION FILE	2
LATENT FINGERPRINT FILES FOR CRIME REPORTS	Statute of limitations or 90 days after conviction.
PHOTO/NEGATIVE FILE	Statute of limitations or 90 days after conviction.
PROPERTY WORKING FILES	2+T

CERTIFICATES/SEALS	2
CHAMBER OF COMMERCE	2
CHAPLAIN PROGRAM	2
CIVIL ACTIONS / CLAIMS AGAINST THE CITY (copies from Risk Management)	2
CIVIC GROUPS	2
CRIMESTOPPERS	2
D – General	2+T
D. REPUBLIC//MISC. NEWSPAPER FILE (Correspondence/Chrono)	2
E – General	2+T
EMPLOYEE OF THE YEAR (FPD)	2
EMPLOYEE SECONDARY EMPLOYMENT	2
EMPLOYEE SERVICE AWARDS (Copies of Info, Correspondence)	2
EQUIPMENT (Administration Only)	2 + life of equip.
F – General	2+T
F-S UNIFIED SCHOOL DISTRICT	2+T
INCLUDING TRAVIS UNIFIED SCHOOL DISTRICT	2+T
FIGHT CRIME / INVEST IN KIDS	2
FAIRFIELD, CITY OF	
City Attorney	2
City Manager	2
Community Development/Housing	2
Community Services	2
Core Services	2
Council	2
Finance	2
Fire	2
Human Resources	2
Information Technology (I.T.)	2
Public Works	2
Redevelopment	2
Unions - Copies of MOU's	2+T
FEDERAL AGENCIES	
FBI	2+T
Military Services	2+T
TAFB	2+T
Other	2+T
FLSA	2+T
Immigration	2
G - General	2+T
GOALS / OBJECTIVES / STRATEGIC PLAN(s) (FPD)	2
GRANTS (copies, miscellaneous	2 P
GRATUITIES (correspondence, etc.)	2
GRAND JURY	2
GUN REWARD PROGRAM	2

RECORDS DESTRUCTION NOTICE

TO: City Clerk

FROM: Imelda Kuykendall, Office Specialist *IK*

DATE: June 30, 2014

In accordance with City of Fairfield Records Retention Schedule, the following records have reached their retention period and are eligible for destruction.

Record Description

Period Covered

Payroll Records
(Purge criteria is two years)

12/30/11 thru 05/18/12

Submitted by:

Gabrielle Cohen

Records Retention/AdminSupervisor

Date: 7/1/14

Approved by:

Walter B. Tier

Department Head

Date: 7/1/14

[Signature]

City Attorney

Date: 7/8/14

City Council

Date: _____

Destroyed by: _____

Date: _____

(Forward completed original to City Clerk)

NUISANCE ABATEMENT	2+T
PAWN TICKETS (Office: 6 mos.)	2
PERMITS	
ABC (temporary alcoholic beverage approval permits)	2+T
Amusement Permits	2+T
Carnival Permits	2+T
Dance Permits	2+T
Entertainment Permits	2+T
Massage Establishment & Technician Permits	2+T
Solicitor Permits	2+T
SECONDHAND DEALERS	2+T
SPECIAL EVENT (STREET CLOSURES)	2+T

SUPPORT SERVICES DIVISION

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
AUCTION RECORDS	2
BAIL SCHEDULE	2
BUILDING RENOVATION	2
BOOKING FEES	2
CONSULTANT AGREEMENTS	2+T
DAMAGE TO CITY PROPERTY	2
EMERGENCY RESPONSE CORRESPONDENCE	2
FEE SCHEDULE (Police)	C+2
GRANTS – Supplemental Funding Information	T+5
HOLDING CELL REPORTS	2
INFORMATION BULLETINS	2
MISCELLANEOUS CORRESPONDENCE	2
PAYROLL RECORDS	2
RESTITUTION REQUESTS	2
RETURN RESPONSE CORRESPONDENCE	2
SB90 DOCUMENTATION	C+2

SUPPORT SERVICES DIVISION

ADMINISTRATIVE SERVICES

Crime Analysis

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
PART 1 CRIME STATISTICS	2
PATROL STATISTICS	2

SUPPORT SERVICES DIVISION

ADMINISTRATIVE SERVICES BUREAU

Crime Prevention

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
DIVERSION WORKING FILES	2

RECORDS DESTRUCTION NOTICE

TO: City Clerk

FROM: Fabe Pariera, Office Specialist 

DATE: June 30, 2014

In accordance with City of Fairfield Records Retention Schedule, the following records have reached their retention period and are eligible for destruction.

Record Description

Period Covered

CITATION BOOK LIST
(Purge criteria is two years)

Through June 30, 2012

WARNING LETTERS – School Parking
(Purge criteria is two years)

Through June 30, 2012

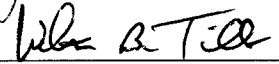
Submitted by:



Records Retention/Admin Supervisor


Date: 7/1/14

Approved by:



Department Head

Date: 7/1/14



City Attorney

Date: 7/8/14

City Council

Date: _____

Destroyed by:

(Forward completed original to City Clerk)

Date: _____

Clerks Office/Superior Court	2+T
District Attorney	2+T
Health Department	2+T
Mental Health	2+T
No. Solano Muni Court	2+T
Other Depts	2+T
Probation	2+T
Rape Crisis / Domestic Violence	2+T
Sheriffs Dept.	2+T
Traffic Court	2+T
SOLANO MALL	2+T
SUBPOENAES – FPD APPEARANCE Criminal/Civil (Billing)	2
SURVEYS	2+T
T - General	2+T
TOYS FOR TOTS	2
U thru Z - General	2+T
VOLUNTEERS (Misc. Info)	2

**OPERATIONS DIVISION
PATROL & TRAFFIC BUREAU**

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
CITATION BOOK LIST	2
K-9 FILES	P
OTS GRANT	2+T
PARKING REVIEWS	C
PARKING VIOLATION REVIEWS	C
ROTATION TOW CONTRACT	2+T
TAXI CAB DRIVER PERMITS	2+T
TOW LOGS	2
TRAFFIC STATISTICS	3
UNDERGROUND STORAGE TANK	2
VEHICLE AGREEMENTS	2
VEHICLE ASSIGNMENTS	2
WARNING LETTERS – School Parking	2
WARNING NOTICES (Parking)	2

**OPERATIONS DIVISION
INVESTIGATIONS BUREAU**

Major Crimes / Code Enforcement / Gangs / Narcotics

<u>RECORD TITLE & DESCRIPTION</u>	<u>RETENTION</u>
11570 LETTERS	2+T
ASSET SEIZURE	2
CORRESPONDENCE (MISC.)	2
MEETING MINUTES	2

RECORDS DESTRUCTION NOTICE

TO: City Clerk
FROM: Joan Marquand-Willse, Police Department Office Specialist
DATE: July 1, 2014

In accordance with City of Fairfield Records Retention Schedule, the following records have reached their retention period and are eligible for destruction.

<u>Record Description</u>	<u>Period Covered</u>
SUPPORT SERVICES DIVISION	
RECORDS & DISPATCH BUREAU -- Records Unit	
ARREST RECORDS	2005 and prior
647(f) (<i>Purge criteria is two years</i>)	
ATTEMPT SUICIDE REPORTS (<i>Purge criteria is two years</i>)	2005 and prior
CITY ORDINANCE VIOLATIONS (Infractions)	2005 and prior
(<i>Purge criteria is five years</i>)	
CRIME REPORTS	2005 and prior
Misdemeanor Reports (no arrest) (<i>Purge criteria is five years</i>)	
LOST AND FOUND PROPERTY REPORTS	2005 and prior
(<i>Purge criteria is two years</i>)	

Submitted by:

Gabrielle Cohen
Records Retention/AdminSupervisor

Date: 7/1/14

Approved by:

Mike B-T-O
Department Head

Date: 7/1/14

[Signature]
City Attorney

Date: 7/8/14

City Council

Date: _____

Destroyed by:

Date: _____

Felony Arrests	P
Offense Where a Prior Constitutes a Felony	P
Arrest Records of Deceased Persons	
(Year of notification by Dept. of Justice +1)	+1
647(f) Arrests	2
ATTEMPT SUICIDE REPORTS	2
AUTOMOBILE STOLEN RECORDS	
If Recovered	2
If Still Outstanding	P
AUTOMOBILE RECORDS - STORED/ABANDONED	2
BICYCLE RECORDS	
Stolen Reports	2
Recovered Bicycle Reports	2
CITATIONS - TRAFFIC (Not associated with crime/traffic report)	
Moving Violations	2
Non-moving Violations	2
Parking Violations	2
CITY ORDINANCE VIOLATIONS (Infractions)	5
CLEARANCE LETTERS	2
CRIME REPORTS	
Misdemeanor Reports (no arrest)	5
Felony Reports (No arrest, No suspect, No CLETS)	10
(NOTE: Misdemeanor and/or Felony reports that have an outstanding warrant, property outstanding in CLETS or NCIC or a death connected with the report, will be given an indeterminate retention period.)	
Injury Reports (injury to a city employee or caused by a city employee)	T+7
DOJ AUDITS	
CORI	2+C
FIELD INTERVIEW CARDS	7
FINGERPRINT BILLS SUPPORTING DOCUMENTATION	2
LOCAL RECORDS REVIEWS	2
LOST AND FOUND PROPERTY REPORTS	2
MISCELLANEOUS LOGS	2
MISSING PERSONS	
Located Missing Persons and Runaway Reports	2
Outstanding Missing Persons Reports	P
NARCOTIC REGISTRATION RECORDS	5
(Pursuant to 11594 Health & Safety, registration requirements terminate five years after discharge prison or termination of probation/parole.)	
PERMIT APPLICATIONS	2+T
REPOSSESSION NOTICES	2
RESTRAINING ORDERS – EXPIRED (GC30490.9)	30 Days
SEALED RECORDS	
Factually Innocent Sealings (Unless otherwise specified in the court order to seal.)	3
Juvenile Record Sealings (Unless otherwise specified in the court order to seal.)	5
SEX REGISTRATION RECORDS	P
SUBPOENA DUCES TECUMS	
Associated With a Crime Report	Same as Associated Crime Report (listed above)
Not Associated With a Crime Report	2 from Production Date
UCR/BCS PRINTOUT	2
USE OF FORCE FORMS	5



Agenda Item No. 3

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
Dawn La Bar, Administrative Analyst DLB

SUBJECT: A Resolution Approving an Agreement with Joe A. Gonsalves & Son for Legislative Advocacy Services Related to State Legislative and Governmental Affairs

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The City Council is being asked to adopt a resolution approving an agreement with Joe A. Gonsalves & Son to provide state legislative advocacy services and governmental affairs on behalf of the City of Fairfield.

DISCUSSION

From 1999 until 2007 the City of Fairfield retained the services of Joe A. Gonsalves & Son to assist with advocating the City's positions on critical legislative issues that affected local government. Since that time, the City has faced several years of budget cuts due to an ongoing state budget deficit and trickle-down cuts, the elimination of redevelopment, the implementation of public safety realignment due to prison overcrowding, PERS and workers compensation reform, a state water shortage crisis, and weakened relationships between state and local officials.

Joe A. Gonsalves & Son represents over fifty client cities throughout the state and has been successful in securing approximately \$684 million in project funding for their clients. In the past, Joe A. Gonsalves & Son helped the City secure \$4,100,385 for the Fairfield Cordelia Library and \$600,000 in CalHome funds.

DATE: July 15, 2014

SUBJECT: A Resolution Approving an Agreement with Joe A. Gonsalves & Son for
Legislative Advocacy Services Related to State Legislative and
Governmental Affairs

By retaining the services of Joe A. Gonsalves & Son, the City will have an advocate to seek support for the City's legislative platform as well as to seek additional revenue sources for such needs as transportation, housing, and public safety. Joe A. Gonsalves & Son will also assist in developing strategies aligned with the City's legislative agenda, set meetings with legislators and staff, testify in committees on important legislation, provide monthly reporting on key legislation and issues, and various other potential needs as they arise.

FINANCIAL IMPACT

The total cost of the contract for the period August 1, 2014 through July 31, 2015 is \$44,000 to be paid from the General Fund (\$14,000), Drainage Maintenance Fund (\$5,000), Street Capital Projects Fund (\$10,000), Sewer Mains Capital Project Fund (\$5,000), and Municipal Water Utility Fund (10,000).

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The City Council may choose to not approve the contract with Joe A. Gonsalves & Son or may approve for a lesser period of time.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

Attachment 2: Consultant Services Agreement

STAFF CONTACT

Dawn La Bar, Administrative Analyst

707-428-7749

dlabar@fairfield.ca.gov

Coordinated with: City Attorney

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 170

**A RESOLUTION APPROVING AN AGREEMENT WITH JOE A. GONSALVES & SON
FOR LEGISLATIVE ADVOCACY SERVICES RELATED TO STATE
LEGISLATIVE AND GOVERNMENTAL AFFAIRS**

WHEREAS, it is important and necessary for the City to be informed and active in state legislative activities and governmental affairs particularly as they affect water, transportation, infrastructure, public safety, housing, and resources; and

WHEREAS, it is important for the City to be active in pursuing additional revenue sources for projects and programs to enhance the services provided to the citizens of Fairfield; and

WHEREAS, Joe A. Gonsalves & Son has the unique and long-term experience and personnel to assist the City in advocating its positions on state legislative issues affecting local government; and

WHEREAS, in business almost 40 years, Joe A. Gonsalves & Son is well suited to assist the City in meeting its state legislative objectives.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Council hereby approves the agreement with Joe A. Gonsalves & Son in an amount not to exceed \$44,000.

Section 2. The City Manager is directed to enter into an agreement with Joe A. Gonsalves & Son for assistance on state legislative and governmental issues.

PASSED AND ADOPTED this 15th day of July, 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 20__, by and between the City of Fairfield, a municipal corporation (the "CITY") and JOE A. GONSALVES & SON ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. The term of this Agreement shall be August 1, 2014 to and including July 31, 2015. Either party may terminate this Agreement earlier upon 30 days prior written notice to the other party.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

JOE A. GONSALVES & SON

By: _____

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT Representatives:

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves

CONSULTANT agrees to assume and perform the following duties and responsibilities:

- A) Represent the City of Fairfield in Sacramento in terms of communicating the CITY's interests to the appropriate elected representatives, key staff members, state agencies, and other individuals as needed.
- B) Develop and maintain good working relationships between the CITY and State legislators, legislative staff, and state agencies.
- C) Develop, coordinate, and execute the CITY's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- D) Review all pertinent legislative bills introduced in the California Legislature and inform the CITY of all such legislation affecting its interest and forward weekly a copy of all such bills to the CITY. The CITY will review and analyze all such legislative bills and inform CONSULTANT, in writing, of its position on such bills the CITY wishes to pursue.
- E) Assist in identifying and obtaining state funding available for CITY programs and proposed capital projects.
- F) Obtain support, through letters of support and other means, from state legislators and officials for CITY grant applications.
- G) Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, state budget, and other relevant issues.
- H) Arrange meetings with legislative representatives or key agency staff and CITY representatives.
- I) Attend and provide testimony on behalf of the CITY in legislative committee hearings.
- J) Provide support, including advising on briefing papers, talking points, etc., when CITY officials are requested to testify before a legislative committee.

CITY duties and responsibilities:

CITY Manager or "Designee" is authorized to act on its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, direction, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

CITY shall:

- A) CITY shall analyze and review all legislative bills submitted to it by CONSULTANT and will inform CONSULTANT, in writing, of its position on any and all such bills CITY wishes CONSULTANT to pursue.
- B) CITY shall, on a timely and continuing basis, apprise CONSULTANT of any specific issues it wishes to have analyzed or pursued by CONSULTANT under this Agreement.

**EXHIBIT B
PAYMENTS**

- 1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:
 - a) City shall pay to CONSULTANT the monthly sum of \$3500.00 payable in advance.
 - b) Any reasonable expenses incurred on CITY's behalf, shall be reimbursed by the CITY (not to exceed \$2,000).
 - c) The total value of this contract for August 1, 2014 through July 31, 2015 shall not exceed \$44,000 (\$42,000 for monthly retainer and \$2,000 maximum for reimbursable expenses).

Payment shall be made to CONSULTANT:

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814
Telephone (916) 441-0597
Fax (916) 441-5061
Attn: Anthony Gonsalves

on a time and materials basis, and CONSULTANT shall submit reports along with invoices to:

Dawn La Bar
City Manager's Office
City of Fairfield
1000 Webster Street
Fairfield, CA 94533-4883
(707) 428-7749

- 2) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the CITY.
- 3) 30 day notice of termination under this Agreement by CONSULTANT shall be given to CITY by certified mail to the following address:

David White, City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

30 day notice of termination under this Agreement by CITY shall be given to CONSULTANT by certified mail at the following address:

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814

- 4) The Agreement may be modified or amended only by a written document executed by both CONSULTANT and CITY.

EXHIBIT "C"
GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon 30-day written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs

incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research

and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.



Agenda Item No. 4

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KL

SUBJECT: Resolution of the City Council Rejecting All Project Bids for the Police Roof Replacement and Data Center Cooling Project

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The lowest bid received for this project exceeded the Engineer's Estimate by approximately 60%. This resolution rejects all bids to allow City staff to re-package the elements of the project and rebid in the near future.

DISCUSSION

In 2005, previous roof repairs on a portion of the Police Department Building were completed which consisted of removing built up roofing and flashing; removing and repairing of existing dry rot damaged roof sheathing; and installing of roof drains and membrane.

This project was initially intended to provide for repairs to the remaining portion of roof that was not replaced as part of the 2005 project. During the design phase, it was determined by staff that HVAC system upgrades required for the data center could be added to the scope of work. The scope of work by the architect was expanded to include these additional HVAC work and the combined package was advertised for bid.

DATE: July 15, 2014

SUBJECT: Resolution of the City Council Rejecting All Project Bids for the Police Roof Replacement and Data Center Cooling Project

Bids for the project were opened on June 23, 2014. Only three bids were received ranging in price from \$749,000 to \$959,551. The Engineer's Estimate for the Project was \$470,000. The apparent low bid exceeded the Engineer's Estimate by \$279,000 or 60%.

Since there were only three bids received, the spread in pricing for the bids was extreme, and all three bids were so far above the engineer's estimate, staff is recommending that the City Council reject all these bids. Rejection of these bids will give staff and the consultant team the ability to re-evaluate and re-package the elements of the project for bidding. Staff plans to rebid the roof replacement as a stand-alone project. The existing roof is in extremely poor condition and has a history of leaking. The intent is to complete the roof work before next winter. The HVAC work is important as well, but staff wants to work with the design team to refine the design, plans and specifications and combine this HVAC work with other upcoming work.

FINANCIAL IMPACT

The Project is budgeted in the Capital Improvement Funds (254). Rejection of bids will have no financial impact.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

A notice inviting bids for this project was advertised twice in the Daily Republic newspaper. In addition, staff mailed a notice of the project and/or a complete bid package to a total of 19 builder's exchanges in the State of California covering the area from Redding to San Jose and Stockton to Santa Rosa. A total of 9 contractors purchased bid documents for this project.

ALTERNATIVE ACTION

If the City Council has any questions, this item may be delayed so that staff can provide the necessary backup.

DOCUMENTS ATTACHED

Attachment 1: Bid Results

Attachment 2: Proposed Resolution

STAFF CONTACT

Sharon Chan, Assistant Engineer

707.428.7484

schan@fairfield.ca.gov

Coordinated with: N/A

Police Roof Replacement and Data Center Cooling Center***NAME OF PROJECT*****Tuesday, June 23, 2014 at 2:00 p.m.*****DATE OF BID***

NO.	BIDDER	AMOUNT *
1	CWS Construction, Novato	\$749,000
2	Bobo Construction, Inc., Elk Grove	\$808,400
3	Bell Products, Inc., Napa	\$959,551
Engineer's Estimate		\$470,000.00

*Note: This bid summary shows the bids by apparent low bid rank but is not a determination of award, responsiveness, or responsibility of bids received. The values computed are values based on Staff's interpretation of the bids, correction of mathematical errors and assumptions made where ambiguous and/or illegible entries are encountered during the review process.

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 171

**RESOLUTION OF THE CITY COUNCIL REJECTING ALL PROJECT BIDS FOR THE
POLICE ROOF REPLACEMENT AND DATA CENTER COOLING PROJECT**

WHEREAS, on June 23, 2014, three bids were opened for the Police Roof Replacement and Data Center Cooling Project; and

WHEREAS, all bids were significantly higher than the engineer's estimate for the Project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. All bids received for the project are hereby rejected.

PASSED AND ADOPTED this 15th day of July 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

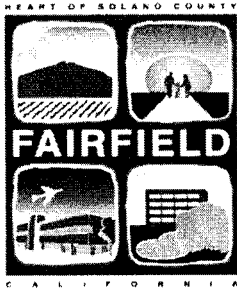
ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

pw



Agenda Item No. 5

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
Dawn La Bar, Administrative Analyst DLB

SUBJECT: City Council Discussion and Minute Action to Select a Voting Delegate for the 2014 League of California Cities Annual Conference

RECOMMENDED ACTION

Hold discussion and select a voting delegate by minute action.

STATEMENT OF ISSUE

The City Council is being asked to select a voting delegate for the 2014 League of California Cities annual conference, to be held in Los Angeles September 3 – 5, 2014. The annual business meeting will occur during the conference on Friday, September 5, 2014 and is a policy-making meeting where the membership takes action on conference resolutions. These resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

DISCUSSION

Each year at the annual business meeting, cities are given one vote each in matters affecting municipal issues. Designation of the voting delegate may be made by minute action of the City Council and forwarded to the League of California Cities. Following City Council discussion and selection of a delegate, a League delegate form will be prepared and forwarded to the League so that proper voting records may be established for the 2014 conference.

PAGE 2

Agenda Item No. 5

DATE: July 15, 2014
SUBJECT: City Council Discussion and Minute Action to Select a Voting Delegate for the 2014 League of California Cities Annual Conference

FINANCIAL IMPACT

The total cost to send one Councilmember to the conference is estimated at \$1,330 (registration \$550, airfare \$220, lodging \$400, parking \$60, and food \$100). A second option is to send one Councilmember for the one-day meeting at an estimated cost of \$525 (registration \$275, airfare \$220, and parking \$30).

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

Council could choose not to select a delegate to vote at the 2014 League Annual Meeting.

DOCUMENTS ATTACHED

Attachment 1: May 1, 2014, Letter from the League of California Cities
Attachment 2: League Annual Conference Voting Procedures and Voting Form

STAFF CONTACT

Dawn La Bar
Legislative Analyst
(707) 428-7749
dlabar@fairfield.ca.gov

Coordinated with: N/A

1400 K STREET
SACRAMENTO, CA 95814
PH: (916) 658-8200
FX: (916) 658-8240

RECEIVED

MAY 07 2014

ATTACHMENT 1



CITY OF FAIRFIELD
CITY MANAGER'S OFFICE

WWW.CACITIES.ORG

Council Action Advised by July 31, 2014

May 1, 2014

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

**Annual Conference Voting Procedures
2014 Annual Conference**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2014 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 15, 2014

League of California Cities
ATTN: Karen Durham
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8220
E-mail: kdurham@cacities.org
(916) 658-8262



Agenda Item No. 6

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
Dawn La Bar, Administrative Analyst DLB

SUBJECT: A Resolution of the City Council of the City of Fairfield Requesting Assemblyman Steve Fox Include the City of Fairfield in a Pilot Program Created Through AB 1513 Addressing Property Squatters

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The attached resolution authorizes the Mayor to request that Assemblyman Steve Fox include the City of Fairfield in a pilot program created in AB 1513, Residential Property: Possession by Declaration, to address illegal squatters.

DISCUSSION

Illegal squatting on vacant property has become a public nuisance throughout the state and is detrimental to the health, safety, and economy of local communities, and to the rights of real property owners. Statewide, there is a rise in the number of properties that are unlawfully occupied, in part due to public safety realignment and the lack of state law providing local government with the tools needed to combat unlawful occupancy of property by squatters.

In line with the City's Quality of Life Task Force initiative to address blight, AB 1513 (Fox) attempts to create a local government process by establishing, until January 1, 2018, a pilot program to facilitate enforcement of criminal trespassing laws against persons occupying residential property that has been registered with and verified by local law enforcement to be vacant.

DATE: July 15, 2014
SUBJECT: A Resolution of the City Council of the City of Fairfield Requesting Assemblyman Steve Fox Include the City of Fairfield in a Pilot Program Created Through AB 1513 Addressing Property Squatters

AB 1513 provides an alternative eviction and trespass process for absent owners of certain residential properties by allowing the owners to register their property with the Fairfield police department. AB 1513 would require the following:

- The owner must register the vacant property no later than three days after learning that the property is vacant, attesting that the property is vacant and is not authorized to be occupied.
- The owner must retain either law enforcement or a private security service to regularly inspect the vacant property.
- The security company or law enforcement agent must then inspect the vacant property at least every three days to ensure it is vacant.
- If a person is found on the property, they must produce written authorization to be on the property. If they cannot, law enforcement must advise the person that he or she has 48 hours to obtain it and is subject to arrest for trespassing.
- If the person is found on the property again after the 48 hours without written authorization, the property owner may file an action for a temporary restraining order and injunctive relief against the person who is found on the property.

AB 1513 currently only applies to Palmdale, Lancaster in the County of Los Angeles, and the City of Ukiah in the County of Mendocino. The City of Suisun City has recently requested to be included in the pilot program. If AB 1513 is signed by the Governor and the City of Fairfield is approved for inclusion in the pilot program, it will become effective January 1, 2015, at which time, the City would be able to offer the program to property owners and establish related fees.

FINANCIAL IMPACT

If the City of Fairfield is included in pilot program, the City will establish registration and review fees based on a reasonable estimate of staff time and resources, and will cover the cost to register and inspect these vacant properties.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

The City Council may choose to not support the resolution.

PAGE 3

Agenda Item No. 6

DATE: July 15, 2014

SUBJECT: A Resolution of the City Council of the City of Fairfield Requesting
Assemblyman Steve Fox Include the City of Fairfield in a Pilot
Program Created Through AB 1513 Addressing Property Squatters

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

Attachment 2: AB 1513 (Fox) Residential Property: Possession by Declaration
(Amended May 6, 2014)

STAFF CONTACT

Dawn La Bar

Administrative Analyst

(707) 428-7749

dlabar@fairfield.ca.gov

Coordinated with: Police Department

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 172

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD REQUESTING
ASSEMBLYMAN STEVE FOX INCLUDE THE CITY OF FAIRFIELD IN A PILOT
PROGRAM CREATED THROUGH AB 1513 ADDRESSING PROPERTY SQUATTERS**

WHEREAS, illegal squatting on vacant property has become a public nuisance throughout the state of California and is detrimental to the health, safety, and economy of local communities, and the rights of property owners; and

WHEREAS, there is currently no state law that provides local government with the tools needed to adequately address unlawful occupancy of properties by squatters, and in a timely manner; and

WHEREAS, AB 1513 (Fox) would create a pilot program providing local government a means to enforce criminal trespassing laws against persons occupying residential property that has been registered with, and verified by local law enforcement to be vacant; and

WHEREAS, there are currently only two jurisdictions, the Cities of Palmdale and Lancaster, presently included in the pilot program that would sunset January 1, 2018.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Council of the City of Fairfield authorizes the Mayor to request that Assemblyman Steve Fox include the City of Fairfield in the pilot program created by AB 1513, Residential Property: Possession by Declaration, to address illegal squatters.

PASSED AND ADOPTED this 15th day of July, 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

AMENDED IN SENATE JULY 1, 2014
AMENDED IN ASSEMBLY MAY 6, 2014
AMENDED IN ASSEMBLY APRIL 24, 2014
AMENDED IN ASSEMBLY APRIL 8, 2014
AMENDED IN ASSEMBLY MARCH 17, 2014
CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 1513

Introduced by Assembly Member Fox

January 15, 2014

An act to add and repeal Sections ~~602.55 and 602.56~~ *527.11 and 527.12* of the ~~Penal~~ *Code of Civil Procedure*, relating to residential property.

LEGISLATIVE COUNSEL'S DIGEST

AB 1513, as amended, Fox. Residential property: possession by declaration.

Existing law allows a plaintiff, upon motion, to have immediate possession of the premises of a manufactured home, mobilehome, or real property by a writ of possession issued by a court and directed to the sheriff of the county or marshal, for execution, where it appears to the satisfaction of the court, after a hearing on the motion, from the verified complaint and from any affidavits filed or oral testimony given by or on behalf of the parties, that the defendant resides out of state, has departed from the state, cannot, after due diligence, be found within the state, or has concealed himself or herself to avoid the service of summons.

Existing law provides that every person who willfully commits a trespass is guilty of a misdemeanor.

This bill would, ~~until January 1, 2018, allow a property owner, or an agent of the property owner, of residential property in the Cities of Palmdale and Lancaster in the County of Los Angeles or the City of Ukiah in the County of Mendocino, or an agent of the property owner,~~ to register vacant real property with the local law enforcement agency and to execute, under penalty of perjury, a Declaration of Ownership of Residential Real Property. By expanding the scope of the crime of perjury, this bill would impose a state-mandated local program.

This bill would ~~further allow a the property owner, or an agent of the property owner, of residential property in the Cities of Palmdale or Lancaster in the County of Los Angeles, to file the Declaration of Ownership of Residential Real Property with the district attorney local law enforcement agency of the jurisdiction in which the property is located. The bill would require the property owner to post the filed declaration on the property listed in the declaration. The bill would require the local law enforcement agency with which the property is registered to respond as soon as practicable after being notified that an unauthorized person has been found on the property and take specified action, including requiring a person who is found on the property to produce written authorization to be on the property, and advising notifying any person who does not produce that authorization that he or she has 48 hours to obtain it, and is subject to arrest for trespass if he or she is subsequently found on the property without it. The bill would provide that allow the property owner, or an agent of the property owner, to file an action for a temporary restraining order and injunctive relief against a person who is found on the property not less than 48 hours after being so notified is guilty of trespass and, if convicted, is subject to imprisonment in a county jail not exceeding one year, or a fine not exceeding \$1,000, or both that imprisonment and fine that person has been so notified. The bill would provide that a property owner, or an agent of the property owner, who files a declaration that includes false information regarding the right to possess the property is liable to any person who, as a result of the declaration, vacates the property, for damages, as specified. By imposing new duties on local law enforcement agencies and by expanding the scope of the crime of trespass~~ this bill would create a state-mandated local program.

The bill would provide that its provisions apply only to one-unit to four-unit residences in the Cities of Palmdale and Lancaster in the

County of Los Angeles *and the City of Ukiah in the County of Mendocino*. This bill would provide that its provisions would be operative until January 1, 2018.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Cities of Palmdale and Lancaster in the County of Los Angeles *and the City of Ukiah in the County of Mendocino*.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares that the
2 practice of squatting on vacant property is a public nuisance and
3 is detrimental to the health, safety, and economy of local
4 communities and to the rights of real property owners. The intent
5 of this section is to provide a means to ~~deter prevent~~ squatting ~~at~~
6 ~~an early stage in vacant residential real property~~ and to provide
7 ~~a second chance timely and orderly procedure~~ for squatters to
8 vacate the premises in lieu of arrest. The Legislature also declares
9 this section not to be an abridgment of other statutes relating to
10 trespass or civil eviction proceedings.

11 ~~SEC. 2. Section 602.55 is added to the Penal Code, immediately~~
12 ~~following Section 602.5, to read:~~
13 ~~602.55.—~~

14 SEC. 2. Section 527.11 is added to the Code of Civil Procedure,
15 to read:

16 527.11. (a) The owner or owner's agent of vacant real property
17 may register the property with the local law enforcement agency
18 ~~utilizing~~ using the form contained in subdivision (a) of Section
19 ~~602.56~~ 527.12.

1 (1) The registration shall be signed under penalty of perjury and
2 state that the property is vacant and is not authorized to be occupied
3 by any person.

4 (2) The registration shall be accompanied with a statement
5 providing the name, address, and telephone number at which the
6 owner can be contacted within a 24-hour period and a statement
7 that either the law enforcement agency or a licensed private security
8 services company has been retained to comply with the inspection
9 and reporting provisions of this section, together with a copy of
10 any agreement or contract to perform those services.

11 (b) The owner or the owner's agent shall register the vacant
12 property no later than three days after the owner or owner's agent
13 learns that the property is vacant.

14 (c) The owner or owner's agent, immediately after authorizing
15 a person to occupy the vacant property, shall do both of the
16 following:

17 (1) Issue a written authorization to the person authorized to
18 occupy the property.

19 (2) Notify the law enforcement agency where the property is
20 registered and terminate the registration.

21 *(d) The owner or the owner's agent, immediately upon the sale*
22 *of the vacant property, shall notify the law enforcement agency*
23 *where the property is registered that the property has been sold,*
24 *and to terminate the registration.*

25 ~~(d)~~

26 (e) The licensed private security services company or law
27 enforcement agency selected by the owner or owner's agent
28 pursuant to this section shall do both of the following:

29 (1) Inspect the vacant property not less than once every three
30 days.

31 (2) Immediately notify the law enforcement agency with which
32 the property is registered if any unauthorized person is found on
33 the property.

34 ~~(e)~~

35 (f) The law enforcement agency where the property is registered
36 shall respond as soon as practicable after being notified pursuant
37 to paragraph (2) of subdivision ~~(d)~~ (e) that an unauthorized person
38 is found on the property. The responding officer shall do all of the
39 following:

1 (1) Verify that the property was inspected within the last three
2 days pursuant to paragraph (2) of subdivision ~~(d)~~ (e) and found to
3 be vacant.

4 (2) Ascertain the identity of any person who is found on the
5 property.

6 (3) Require a person who is found on the property to produce
7 written authorization to be on the property.

8 (4) ~~Advise~~ *Notify* any person who does not produce written
9 authorization pursuant to paragraph (3) that he or she has 48 hours
10 to obtain written authorization from the owner of the property, or
11 the owner's agent, to be on the property, and that the person will
12 be subject to arrest for trespass if the person is subsequently found
13 on the property without that authorization.

14 (5) Verify with the owner or the owner's agent that the property
15 is vacant.

16 ~~(f)~~

17 ~~(g) Any (1) The owner or owner's agent of vacant real property~~
18 ~~may file an action for a temporary restraining order and injunctive~~
19 ~~relief against any person who is found on a the vacant property~~
20 ~~not less than 48 hours after being that person has been notified as~~
21 ~~provided in pursuant to paragraph (4) of subdivision (e) is guilty~~
22 ~~of trespass and, upon conviction, is subject to imprisonment in a~~
23 ~~county jail not exceeding one year, or by a fine not exceeding one~~
24 ~~thousand dollars (\$1,000), or both (f). A person subject to a~~
25 ~~temporary restraining order or an injunction obtained pursuant~~
26 ~~to this subdivision is subject to arrest and imprisonment for~~
27 ~~trespass pursuant to Section 602.5 of the Penal Code for failing~~
28 ~~to vacate the property pursuant to the temporary restraining order~~
29 ~~or injunction and for civil contempt for violating a court order.~~

30 (2) *The summons and complaint in an action brought pursuant*
31 *to this subdivision may be served personally or by posting a copy*
32 *of the summons and complaint at a prominent location on the*
33 *property and mailing a copy of the summons and complaint to the*
34 *property's address. Posting and mailing a copy of the summons*
35 *and complaint shall be sufficient service even if the mailed copy*
36 *is returned as undeliverable if the owner or owner's agent has*
37 *proof of the mailing.*

38 (3) *The court may order a hearing on a temporary restraining*
39 *order within three days following service of the summons and*
40 *complaint. The date, time, and location of the hearing may be*

1 included with the summons and complaint or may be separately
2 served on any person occupying the property in the manner set
3 out in paragraph (2).

4 (4) The court may include in any temporary restraining order
5 granted pursuant to this subdivision an order directing that the
6 property be vacated in not less than 48 hours. The order may be
7 enforced by the local law enforcement agency where the property
8 is registered or the county sheriff.

9 (5) The disposition of any personal property of a person subject
10 to a temporary restraining order or an injunction pursuant to this
11 subdivision shall be governed by the procedures set forth in
12 Chapter 5 (commencing with Section 1980) of Title 5 of Part 4 of
13 Division 3 of Civil Code. The person subject to the temporary
14 restraining order or injunction shall be deemed to be a former
15 tenant of the property for purposes of the disposition of personal
16 property only.

17 ~~(g)~~

18 (h) This section shall not be construed to limit an owner from
19 seeking other legal remedies to have a person removed from the
20 vacant property pursuant to any other law.

21 ~~(h)~~

22 ~~(i) The arrest of a person and removal of a temporary~~
23 ~~restraining order or injunction ordering a person to vacate and~~
24 ~~remove personal property pursuant to the provisions of this section~~
25 ~~is shall not constitute a forcible entry under the provisions of~~
26 ~~Section 1159 of the Code of Civil Procedure.~~

27 ~~(i)~~

28 (j) The local city council or board of supervisors shall establish
29 fees for registering a vacant property with the local law
30 enforcement agency and for the conduct of inspections by the law
31 enforcement agency pursuant to this section.

32 ~~(j)~~

33 ~~(k) This section shall apply applies only to one-unit to four-unit~~
34 ~~residences in the Cities of Palmdale and Lancaster in the County~~
35 ~~of Los Angeles and the City of Ukiah in the County of Mendocino.~~

36 ~~(k)~~

37 (l) This section shall remain in effect only until January 1, 2018,
38 and as of that date is repealed, unless a later enacted statute, that
39 is enacted before January 1, 2018, deletes or extends that date.

40 SEC. 3. ~~Section 602.56 is added to the Penal Code, to read:~~

1 ~~602.56.—~~

2 SEC. 3. Section 527.12 is added to the Code of Civil Procedure,
3 to read:

4 527.12. (a) A property owner, or an agent of the property
5 owner, may execute a "Declaration of Ownership" that includes
6 language substantially similar to the language below and file it
7 with the ~~district attorney~~ local law enforcement agency of the
8 jurisdiction in which the property is located. If the property owner,
9 or the agent of the property owner, files the declaration with the
10 ~~district attorney~~ local law enforcement agency, he or she shall also
11 post the declaration on the unoccupied residential property listed
12 in the declaration.

13
14 "DECLARATION OF OWNERSHIP OF RESIDENTIAL REAL
15 PROPERTY

16
17 I, _____, declare and state: I make this
18 declaration based upon my own personal knowledge.

19 1. I am the owner____, or the agent of the owner____(check one),
20 of the residential property located at _____,
21 California ("Property").

22 2. Submitted with this declaration, and incorporated herein by
23 reference, is a true and correct copy of the deed by which I obtained
24 ownership of the Property.

25 3. Since obtaining ownership of the Property, no ownership
26 interest in the Property has been conveyed or transferred to any
27 other person or entity.

28 4. At the time of obtaining ownership of the Property, no person
29 was occupying the Property and no ownership interest or right of
30 possession in the Property has been conveyed or transferred to any
31 other person or entity.

32 5. As of the present date, there are no persons authorized by me
33 or my agent to reside within the Property. Any persons residing
34 on this Property are doing so without any express or implied
35 authorization from me or my agent.

36 6. I have not entered into any form of lease arrangement, rental
37 agreement, or given any consent whatsoever to any persons to
38 reside within the Property.

1 7. I will advise the ~~district attorney~~ *local law enforcement*
2 *agency* if there is any change in the status of the Property and an
3 occupancy is authorized by me or my agent.

4 8. I declare under penalty of perjury that the foregoing is true
5 and correct.

6
7 EXECUTED on _____, at
8 _____, California”

9 *(b) Notwithstanding Section 47 of the Civil Code, a property*
10 *owner, or agent thereof, who files a declaration pursuant to this*
11 *section that includes false information regarding the right to*
12 *possess the property is liable to any person who, as a result of the*
13 *declaration, is caused to vacate the property, for all damages*
14 *resulting from the person having to vacate the property.*

15 ~~(b)~~

16 *(c) This section shall apply applies only to one-unit to four-unit*
17 *residences in the Cities of Palmdale and Lancaster in the County*
18 *of Los Angeles and the City of Ukiah in the County of Mendocino.*

19 ~~(c)~~

20 *(d) This section shall remain in effect only until January 1, 2018,*
21 *and as of that date is repealed, unless a later enacted statute, that*
22 *is enacted before January 1, 2018, deletes or extends that date.*

23 SEC. 4. The Legislature finds and declares that a special law
24 is necessary and that a general law cannot be made applicable
25 within the meaning of Section 16 of Article IV of the California
26 Constitution because of the unique circumstances in the Cities of
27 Palmdale and Lancaster in the Country of Los Angeles *and the*
28 *City of Ukiah in the County of Mendocino.*, it is first necessary to
29 establish this program in a limited setting to analyze its
30 effectiveness before considering an extension to other local
31 jurisdictions.

32 SEC. 5. No reimbursement is required by this act pursuant to
33 Section 6 of Article XIII B of the California Constitution for certain
34 costs that may be incurred by a local agency or school district
35 because, in that regard, this act creates a new crime or infraction,
36 eliminates a crime or infraction, or changes the penalty for a crime
37 or infraction, within the meaning of Section 17556 of the
38 Government Code, or changes the definition of a crime within the
39 meaning of Section 6 of Article XIII B of the California
40 Constitution.

1 However, if the Commission on State Mandates determines that
2 this act contains other costs mandated by the state, reimbursement
3 to local agencies and school districts for those costs shall be made
4 pursuant to Part 7 (commencing with Section 17500) of Division
5 4 of Title 2 of the Government Code.

O



Agenda Item No. 1

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DWW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KLB

SUBJECT: Resolution of the City Council Approving Submittal of an Allocation Request to the California Transportation Commission for Trade Corridors Improvement Fund Program funds for Construction of the Fairfield/Vacaville Intermodal Station Project

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

City Council is being asked to approve a funding request that will allow the City of Fairfield to access \$11.0 million of Trade Corridors Improvement Fund (TCIF) Program funds programmed by the California Transportation Commission (CTC) for construction of the Fairfield/Vacaville Intermodal Station project.

DISCUSSION

Fairfield is the lead agency for the development of a new passenger train station (Fairfield/Vacaville Intermodal Station) to be located in northeast Fairfield at the junction of Peabody and Cement Hill roads. This capital project is a joint effort with the City of Vacaville and the actual passenger service will be provided by the Capitol Corridor, a joint powers agency operating daily service between Auburn and San Jose. A variety of regional, State and Federal funds have been programmed for the project including \$11.0 million in Proposition 1B Trade Corridors Improvement Fund (TCIF) Program funds, which were recently allocated by the CTC after an intense lobbying effort aided by Assemblyman Jim Frazier.

DATE: July 15, 2014
SUBJECT: Resolution of the City Council Approving Submittal of an Allocation Request to the California Transportation Commission for Trade Corridors Improvement Fund Program funds for Construction of the Fairfield/Vacaville Intermodal Station Project

Two of the primary criteria the CTC reviews prior to allocating funds are project readiness and the status of the environmental review – Fairfield now meets both of these criteria. Construction plans are complete, and City Council completed the environmental review by adopting resolution (Res. 2010-146) a Mitigated Negative Declaration (MND) for the project.

Although a number of minor project construction activities have been completed or are on-going using previously approved project funding, the TCIF funds will be used to construct the next phase of the work which includes a six (6) lane overpass for Peabody Road to replace the existing two (2) lane at-grade crossing with Union Pacific Railroad (UPRR) tracks, installation of 6,650 feet of new track, and installation of new electronic switch gear at both ends of the project site. This next phase of work is scheduled to be released for bid this summer and a construction contract presented to Council for award before the end of the calendar year.

FINANCIAL IMPACT

The recommended action will authorize the Director of Public Works to submit a funding request for \$11.0 million to the CTC for TCIF funds programmed for the Fairfield/Vacaville Intermodal Station project. These funds will be combined with a variety of regional, State and local sources to fund the project's construction activities. No General Funds will be used for the Station project.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

Programming of the TCIF funds was recommended by the Metropolitan Transportation Commission (MTC).

ALTERNATIVE ACTION

None recommended given that the TCIF funds have been programmed by the CTC specifically for the Fairfield/Vacaville Intermodal Station.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

STAFF CONTACT

Ryan Panganiban, Associate Civil Engineer
707.428.7017
rpanganiban@fairfield.ca.gov

Coordinated with: N/A

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 173

**RESOLUTION OF THE CITY COUNCIL APPROVING SUBMITTAL OF AN
ALLOCATION REQUEST TO THE CALIFORNIA TRANSPORTATION
COMMISSION FOR TRADE CORRIDORS IMPROVEMENT FUND PROGRAM
FUNDS FOR CONSTRUCTION OF THE FAIRFIELD/VACAVILLE
INTERMODAL STATION PROJECT**

WHEREAS, on May 21, 2014, the California Transportation Commission (CTC) approved programming \$11.0 million in Trade Corridors Improvement Fund (TCIF) Program funding for construction of the Fairfield/Vacaville Intermodal Station (Intermodal Station); and

WHEREAS, on June 1, 2010, the Fairfield City Council adopted by resolution (Res. 2010-146) a California Environmental Quality Act Mitigated Negative Declaration for the Train Station; and

WHEREAS, construction plans, specifications and engineers estimates for the Train Station are being developed in consultation with the Capitol Corridor Joint Powers Authority (CCJPA) and Union Pacific Railroad.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The Director of Public Works is hereby authorized and directed to submit an allocation request to the CTC for \$11.0 million of TCIF program funds.

Section 2. The Director of Public Works is hereby authorized to execute on behalf of the City of Fairfield all agreements and related documents to secure the \$11.0 million in TCIF funds.

PASSED AND ADOPTED this 15th day of July 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
PW



Agenda Item No. 9

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH

SUBJECT: Resolution of the City Council Approving the Project Labor Agreement (PLA) for the Construction of the City of Fairfield Intermodal Station Project and Directing Staff to Incorporate the PLA into the Plans and Specifications for the Fairfield Intermodal Station Project

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

At the April 15, 2014, meeting, the City Council directed staff to enter into negotiations with the Napa-Solano Building Trades Council on a Project Labor Agreement (PLA) for the upcoming Fairfield Intermodal Station Project (Project). These negotiations are complete and the PLA attached for City Council adoption. If the PLA is approved, it must be incorporated into the contract documents for the Project.

DISCUSSION

At the City Council workshop that was held on February 1, 2014, the City Council expressed an interest in having staff negotiate a PLA for the Fairfield Intermodal Station Project (Project). The Project includes an overpass of the UPRR tracks, widening of Peabody Road to 6 lanes from Huntington to Vanden, installation of 6,650 feet of new track, and construction of the platform, passenger amenities and site improvements for the Train Station. The City Council formally considered this issue at their meeting on April 15, 2014, and directed staff to enter into negotiations with the Napa-Solano Building Trades Council. In addition to approving a set of principles to guide negotiations, City Council asked that staff incorporate local-hire provisions and a helmets-to-hardhats program to put veterans back to work.

DATE: July 15, 2014
SUBJECT: Resolution of the City Council Approving the Project Labor Agreement (PLA) for the Construction of the City of Fairfield Intermodal Station Project and Directing Staff to Incorporate the PLA into the Plans and Specifications for the Fairfield Intermodal Station Project

City staff has completed negotiations with the Napa-Solano Building Trades Council and has attached the PLA for the Project for City Council consideration. The following outlines some of the key elements of the PLA:

- As required by the Public Contract Code, the PLA contains prohibitions against strikes, work stoppages, and lockouts. One exception to this is the situation where a contractor or subcontractor fails to meet its weekly payroll, or make the required contributions to the union controlled benefit funds. In this situation, the affected union can withhold labor from the particular contractor or subcontractor until payment has been made.
- The scope of the work covered by the PLA is broad and includes all construction and testing work performed on site, any off-site work that is necessary for the Project, and the delivery of supplies and/or materials for the Project and off-hauling. Should City Council approve the PLA, the City will enter into a Side Letter with Operating Engineers to ensure that the City can perform soils and materials testing for quality control purposes. This work may be done by City employees or by consultants under consultant services agreements and not subject to the terms of the PLA.
- The PLA establishes an objective that not less than 25% of all hours worked on the Project be worked by residents of Napa and Solano Counties. The unions have agreed to exert their utmost efforts to achieve this objective.
- The PLA requires the unions and the contractor to coordinate with the Center for Military Recruitment, Assessment and Veterans Employment to identify veterans that are qualified to work on the Project.
- The unions are the sole source of craft labor on the Project. However, the contractor for the Project may employ up to a maximum of five employees from its own workforce if the employee demonstrates the following qualifications: possesses required licenses and certifications; has worked a total of at least 2,000 hours in the construction craft in the past two years; was on the contractor's payroll for forty-five (45) consecutive business days (a minimum of 360 hours worked in the nine consecutive weeks); and lives in Napa, Solano, Contra Costa or Yolo Counties.
- While the City is already required to pay prevailing wages, the PLA also requires that the contractor make contributions to the vacation, pension, and deferred compensation plan, apprenticeship, and health benefit funds of the union.

DATE: July 15, 2014

SUBJECT: Resolution Approving the Project Labor Agreement (PLA) for the Construction of the City of Fairfield Intermodal Station Project and Directing Staff to Incorporate the PLA into the Plans and Specifications for the Fairfield/Vacaville Train Station Project

- No employee working under the PLA is required to join any union as a condition of being employed on the Project. However, the contractor is required to have employees that have worked on the Project for eight (8) consecutive or cumulative days, pay to the applicable union dues and fees required of union membership. Any employee who is a member of a union must maintain that membership in good standing while employed on the Project.

Finally, in many places, the PLA refers and incorporates the provisions of the Master Collective Bargaining Agreement (Master Agreement) of each craft union that is signatory to the PLA. The City has received copies of the Master Agreements, but has not reviewed these voluminous documents. For this reason, staff's recommendation of the PLA should not in any way be construed to approve or endorse the Master Agreements of any of the signatory unions.

The prime contractor for this Project will be required to hold a Class A, General Engineering Contractor's License from the State of California. Given the fact that the vast majority of large, General Engineering Contractor's in California employ a union workforce, the cost implications of a PLA on this Project will be minimized. City staff therefore recommends that City Council approve the attached resolution. In so doing, staff would be directed to incorporate the PLA into the bid documents for the Project. As a part of the contract award for the Project, which is anticipated in December 2014, the PLA would become binding on the prime contractors and all subcontractors.

FINANCIAL IMPACT

It is not possible to determine the cost impacts of a PLA on this Project. Given the probability that most of the contractors on this Project will be union affiliates, City staff believes that the PLA will not have a significant impact on costs of this Project.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

City Council could choose not to approve the PLA. Alternatively, City Council could direct staff to make changes to the existing PLA. However, if the PLA is not approved by the end of July, the City will experience additional delays that could result in the loss of funding (unless City Council directs staff to proceed without a PLA).

DATE: July 15, 2014
SUBJECT: Resolution of the City Council Approving the Project Labor Agreement (PLA) for the Construction of the City of Fairfield Intermodal Station Project and Directing Staff to Incorporate the PLA into the Plans and Specifications for the Fairfield Intermodal Station Project

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution
Attachment 2: Project Labor Agreement

STAFF CONTACT

George Hicks, Director of Public Works
707-428-7493
ghicks@fairfield.ca.gov

Coordinated with: N/A

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 174

RESOLUTION OF THE CITY COUNCIL APPROVING THE PROJECT LABOR AGREEMENT (PLA) FOR THE CONSTRUCTION OF THE CITY OF FAIRFIELD INTERMODAL STATION PROJECT AND DIRECTING STAFF TO INCORPORATE THE PLA INTO THE PLANS AND SPECIFICATIONS FOR THE FAIRFIELD INTERMODAL STATION PROJECT

WHEREAS, the City is proposing to construct the Fairfield Intermodal Station Project ("Project"), which will include an overpass of the UPRR tracks, widening of Peabody Road to six lanes from Huntington to Vanden, installation of 6,650 feet of new track, and construction of the platform, passenger amenities and site improvements for the Train Station; and

WHEREAS, on February 1, 2014, the City Council expressed an interest in having staff negotiate a Project Labor Agreement ("PLA") for the Project; and

WHEREAS, at the April 15, 2014, City Council meeting, the City Council formally considered this issue and directed staff to enter into negotiations with the Napa-Solano Building Trades Council; and

WHEREAS, at the April 15, 2014, City Council meeting, the City Council adopted the following principles:

- 1) The PLA should tangibly add value to the City and the Project.
- 2) The PLA will enable the Project to consist of a workforce that will ensure the Project is completed in a timely matter.
- 3) The PLA should be flexible and ensure that the City is able to satisfy community expectations.
- 4) The PLA should not increase Project cost; and

WHEREAS, in addition to the principles approved at the April 15, 2014, City Council meeting, the City Council asked staff to incorporate local hire provisions and a helmets-to-hardhats program to put veterans back to work; and

WHEREAS, City staff has completed negotiations with the Napa-Solano Building Trades Council; and

WHEREAS, the draft Project Labor Agreement, in the form attached to the agenda report for this item, is generally aligned with the Council direction of April 15; and

WHEREAS, adoption of this Resolution would direct staff to incorporate the negotiated PLA into the bid documents for the Project, thereby making the PLA binding on the prime contractors and all subcontractors on the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The Project Labor Agreement for the construction of the Fairfield Intermodal Station Project, substantially in the form attached to the agenda report for this item, is hereby approved.

Section 2. The Director of Public Works is directed to incorporate the PLA into the bid documents for the Project.

Section 3. The City Manager and Director of Public Works are hereby authorized and directed to take all steps necessary to implement this Resolution.

PASSED AND ADOPTED this 15th day of July 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
PW

**PROJECT LABOR AGREEMENT
FOR THE CONSTRUCTION OF THE
CITY OF FAIRFIELD INTERMODAL STATION PROJECT**

This Agreement is entered into this ___ day of _____, 2014 by and between the City of Fairfield (hereinafter, "City"), together with contractors and/or subcontractors, who become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to herein as "Contractor(s)/ Employer(s)"), and the Napa-Solano Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

WHEREAS, the City of Fairfield is developing plans and specifications entitled "Fairfield/Vacaville Train Station Project" for a proposed intermodal station to be located in Fairfield, California.

WHEREAS, the timely and successful completion of the Project (as defined herein) is of the utmost importance to City to meet the needs of City's residents and to avoid increased costs resulting from delays in construction; and

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during construction of the Project, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, workers of various skills will be required in the performance of the construction work, including those to be represented by Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, there is the potential for work disruption, without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, City, Unions and Contractor(s)/ Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, one of the purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, Contractor(s)/Employer(s) and Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by Contractor/Employer(s), and further, to encourage close cooperation among Contractor/Employer(s) and Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between Contractor(s)/Employer(s) and affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with the collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code and other applicable California law; and

WHEREAS, City anticipates awarding only one construction contract for the Project, and anticipates that the Prime Contractor will have one or more subcontractors; and

WHEREAS, City has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, City places high priority upon the employment of local area residents; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

1. DEFINITIONS

1.1 “Agreement” means this Project Labor Agreement.

1.2 “Arbitrator” means the arbitrator selected to resolve a dispute, pursuant to the provisions of Sections 4.2, 12.3 or 13.3.

1.3 “Business Day” means any day that City Hall of the City of Fairfield is open for business.

1.4 “City” means the City of Fairfield, its employees and agents.

1.5 “Contractor(s)/Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise, and any of its contractors or subcontractors of any tier, that enters into a contract with City for the construction of any part of the Project, under contract terms and conditions approved by City and which incorporate this Agreement.

1.6 “Construction Contract” means the public works or improvement contract(s) awarded by City that are necessary to complete the Project, as well as subcontracts at any tier.

1.7 “Core Employee” means an employee who satisfies the conditions set forth in Section 8.4 of this Agreement.

1.8 “Council” means the Napa-Solano Counties Building & Construction Trades Council.

1.9 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto, a copy of which shall be provided to City upon request.

1.10 “Prime Contractor” means the Contractor/Employer who enters into a Construction Contract directly with City.

1.11 “Project” means the construction of the work as shown on the plans and specifications entitled “Fairfield/Vacaville Train Station Project”, as such plans are approved by the City Council of the City of Fairfield at the time of the award of the Construction Contract between City and the Prime Contractor.

1.12 “Project Manager” means the person(s) or business entity(ies) designated by City to oversee construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of City’s Authorized Representative.

1.13 “Subscription Agreement” means a legally adopted agreement by which a Contractor/Employer agrees to make contributions to the Trust Fund on behalf of employees.

1.14 “Trust Agreement” means the legally adopted agreement that governs a Trust Fund.

1.15 “Trust Fund” shall have the meaning ascribed in Section 9.1.

1.16 “Union” or “Unions” means the Napa-Solano Building & Construction Trades Council, AFL-CIO (“Council”), and any affiliated labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

2. SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply to and is limited to all Contractor(s)/ Employer(s) performing construction contracts on the Project (including subcontractors at any tier), City, Council and its affiliated Signatory Unions.

2.2 Project Description: The Agreement applies to all Construction Contracts for the Project. City has the absolute right to combine, consolidate, or cancel contract(s) or portions of contract(s) identified as part of the Project. Once the Construction Contract is completed or otherwise terminated, it is no longer covered by this Agreement. For the purpose of this Agreement, the Construction Contract shall be considered completed upon acceptance of the work by City.

2.3 Covered Work: Subject to Sections 2.2 and 2.5, this Agreement covers, without limitation, the following:

2.3.1 All on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project, including, without limitation to the following examples: geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and modular furniture installation that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.2 Any start-up, calibration, performance testing, commissioning repair, and operational revisions to systems and/or subsystems performed after completion, if within the scope of the Project, unless it is performed by City employees.

2.3.3 All on-site fabrication work for the Project over which City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work for the Project, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law, and by the prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to City as required by bid specifications or, if not required by bid specifications, within ten (10) days of written request.

2.4 Certain National Agreements. Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 12 and 13 of this Agreement shall apply to such work.

2.5 Exclusions. The following shall be excluded from the scope of this Agreement:

2.5.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by City that are not included in the Project.

2.5.2 The Agreement shall not apply to a Contractor(s)/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.5.3 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.5.4 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.5.5 City shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

2.6 Award of Contracts: It is understood and agreed that City shall have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

3. EFFECT OF AGREEMENT

3.1 By executing this Agreement, Unions and City agree to be bound by each and all of the provisions of this Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, Contractor/Employer agrees to be bound by each and every provision of this Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, Contractor/ Employer shall provide a copy of this Agreement, as it may from time to time be modified, to the subcontractor and shall require the subcontractor as a precondition of accepting an award of a construction subcontract to agree in writing, by executing the Agreement To Be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between Union(s) and Contractor/Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedule A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

4. WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 Unions, City and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by Unions or employees employed on the Project, at the job site of the Project or at any other facility of City because of a dispute on the Project. Disputes arising between Unions and Contractor(s)/Employer(s) on other City projects are not governed by the terms of this Agreement or this Article.

4.1.2 As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by this Agreement.

4.1.3 If a master collective bargaining agreement expires before Contractor/Employer completes the performance of the Construction Contract and Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, Union agrees that it will not strike on work covered under this Agreement and Union and Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached. If the new or modified master collective bargaining agreement provides that any terms of the master collective bargaining agreement shall be retroactive, Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the Project during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, Union shall give City and Contractor/Employer(s) five (5) Business Days' notice when nonpayment of trust fund contributions has occurred and two (2) Business Day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of

insufficient funds, of the intent to withhold labor from Contractor/Employer(s)' or their subcontractor's workforce, during which time Contractor/Employer shall have the opportunity to correct the default. In this instance, the affected Union's withholding of labor (but not picketing) from the Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.2 Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify Barry Winograd, as the alternate arbitrator. If neither is available, then a selection shall be made from the list of arbitrators in Section 12.3. Notice to the Arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to City and the party alleged to be in violation, and to Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of the notice, City will contact the Arbitrator designated pursuant to Section 4.2.1, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The Arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The hearing shall be completed in one (1) session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearings shall not delay the hearing of evidence or the issuance of an award by the Arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. A party found to be in violation of the No Strike-No Lockout provisions in Section 4.1 of this Article shall cease such violation within eight (8) hours of the award of the Arbitrator.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a

hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator Arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the Arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.3 Should either the permanent or the alternate arbitrator listed no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

5. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be held prior to the commencement of any work on the Project. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s), including all subcontractors, Union(s) and the Project Manager. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least seven (7) days before the work commences. There shall be periodic meetings for the duration of the Project called by Council or the Project Manager to discuss issues relating to the construction of the Project. The Primary Contractor shall attend all such meetings.

6. NO DISCRIMINATION

Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

7. UNION SECURITY

7.1 Contractor(s)/Employer(s) recognize Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement is required to join any Union as a condition of being employed on the Project. However, all Contractor(s)/Employer(s) shall require all employees who work on the Project on or before eight days of consecutive or cumulative employment on the Project to comply with the applicable Union's security provisions, and to maintain compliance for the period of time they are performing work on the Project, which requirement shall be satisfied by the tendering of periodic dues and fees uniformly required for union membership in the local Union that is a signatory to this Agreement. Any employee who is a member of a Union, at the time he or she is referred by the Union for work on a Construction Contract pursuant to Article 8 hereof, shall maintain that membership in good standing while employed on the Project.

7.3 Authorized representatives of Unions shall have access to the Project site whenever work covered by this Agreement is being, has been, or will be performed on the Project, so long as they comply with all reasonable safety rules, which under no circumstances shall include signing in.

8. REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Signatory Unions. Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by Contractor/Employer(s), Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor/Employer who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article 7 of this Agreement.

8.4 The Union(s) shall be the sole source of all craft labor employed on the Project.

8.4.1 However, in the event that a Contractor/Employer(s) has its own core workforce, the Contractor/Employer may request by name, and the Union shall honor, referral of persons who have applied to the local Union for Project work and who demonstrate the following qualifications ("Core Employees"):

8.4.1.1 Possess any license and/or certifications required by state or federal law for the Project work to be performed;

8.4.1.2 Have worked a total of at least two thousand (2000) hours in the construction craft during the prior two (2) years;

8.4.1.3 Were on the Contractor/Employer's active payroll for at least the forty-five (45) consecutive business days (a minimum of 360 hours worked in the nine consecutive weeks) immediately prior to the contract award;

8.4.1.4 Have the ability to perform safely the basic functions of the applicable trade; and

8.4.1.5 Live in Napa, Solano, Contra Costa or Yolo Counties.

8.4.2 The Union will refer to such Contractor/Employer two journeyman employees from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer's Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until Contractor/Employer has hired five (5) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

8.4.3 For the duration of the Contractor/Employer's work the ratio shall be maintained and when the Contractor/Employer's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

8.5 It is in the interest of the parties to this Agreement to facilitate employment of City of Fairfield and Local Area residents and to use resources in the Local Area in construction of the Project. The "Local Area" shall be defined as Napa and Solano Counties, the communities to be served by the Project. It is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project, be worked by residents of the Local Area. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the Local Area.

9. WAGES AND BENEFITS

9.1 All Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds ("Trust Funds") established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions.

9.2 By signing this Agreement, Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements for the Trust Funds described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). Contractor(s) agrees to execute a Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be established as set forth in the applicable Schedule A.

10. EMPLOYEE GRIEVANCE PROCEDURE

All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

11. COMPLIANCE

It shall be the responsibility of Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/Employer(s) on the Project. City shall monitor and enforce compliance with the prevailing wage requirements of the state, to the extent required by applicable law.

12. GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

12.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) Business Days after becoming aware of the dispute but in no event more than thirty (30) Business Days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.3 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) Business Days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) Business Days after the meeting to resolve the dispute in Step 1, the Union and the Contractor involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Union(s) shall notify its international union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting.

Meeting minutes shall be kept by Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within five (5) Business Days to the Business Manager(s) of the affected Union(s) involved, the Manager of Labor Relations of Contractor/Employer involved or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of the parties. Within five (5) Business Days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon Arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate (as identified in Section 4.2) are not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Morris Davis
3. William Engler

Should any of the arbitrators listed above no longer work as a labor arbitrator, City and Council shall mutually agree to a replacement.

12.4 The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

12.5 The time limits specified in any step of the Grievance Procedure set forth in Section 12.3 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.6 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of Employer performing the work involved; and such work assignments will be in accordance with the Plan

for the Settlement of the Jurisdictional Disputes in the Construction Industry of the Building and Construction Trades Department of the AFL-CIO (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on the Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article 5, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and the City will be advised in advance of all such conferences. The Primary Contractor shall attend all such meetings and the City and may participate if it wishes. Pre-job conferences for different Employers may be held together.

14. APPRENTICES

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

15. MANAGEMENT RIGHTS

15.1 Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized. Contractor/Employer(s) shall utilize the most efficient method of techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service. Subject to applicable law and consistent with the wages

and benefits provisions in the Master Labor Agreement, there shall be no limitations on the scheduling of employees and crews.

15.2 The Construction Contract for the Project may necessitate the performance of work during all hours including weekends and holidays. The scheduling and performance of such work is hereby authorized, as long as all such work is paid consistent with wages and benefits provisions of the applicable Master Agreement. However, in no event shall an employee be disciplined for declining to work outside of his or her regularly scheduled hours.

16. HELMETS TO HARDHATS

16.1 Contractor(s)/Employer(s) and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2 Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, Unions will give credit to such veterans for bona fide, provable past experience.

17. DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

18. SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of this Agreement is invalid and/or enjoins City from complying with all or part of its provisions and City accordingly determines that this Agreement will not be required as part of an award to a Contractor/Employer, Unions will no longer be bound by the provisions of Article 4.

19. TERM

19.1 This Agreement shall be included in the bid documents as a condition of the award of all Construction Contracts for the Project.

19.2 This Agreement shall become effective on the day it is executed by the City and the Council.

CITY OF FAIRFIELD

By:_____

Date:_____

NAPA-SOLANO BUILDING &
CONSTRUCTION TRADES COUNCIL

By:_____
Ben Espinoza, President

Date:_____

[SIGNATURE BLOCKS FOR UNIONS]

Addendum A: Agreement To Be Bound

[Addressee]
[Address]
[City and State]

Re: City of Fairfield Intermodal Station Project Labor Agreement.

Dear Mr. /Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the City of Fairfield Intermodal Station Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement to Be Bound**, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the City of Fairfield Intermodal Station Project Labor Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Project Contract Number: _____

California State License Number:
or Motor Carrier (CA) Permit Number _____

Name and Signature of Authorized Person: _____
(Print Name)

(Title)

(Signature)

(Date)



CITY OF FAIRFIELD

Founded 1856

Incorporated December 12, 1903

CITY MANAGER'S OFFICE

July 15, 2014

COUNCIL

Mayor
Harry T. Price
707.428.7395
Vice-Mayor
Rick Vaccaro
707.429.6298
Councilmembers
707.429.6298
Pam Bertani
Catherine Moy
John Mraz

...

City Manager
Sean P. Quinn
707.428.7400

...

City Attorney
Gregory W. Stepanich
707.428.7419

...

City Clerk
Jeanette Bellinder
707.428.7384

...

City Treasurer
Oscar G. Reyes, Jr.
707.428.7496

DEPARTMENTS

Administrative Services
707.428.7394

...

Community Development
707.428.7461

...

Community Resources
707.428.7465

...

Finance
707.428.7496

...

Fire
707.428.7375

...

Police
707.428.7362

...

Public Works
707.428.7485

Mr. Dave Harrison District 04 Representative
Operating Engineers Local 3
2540 N. Watney Way
Fairfield, CA. 94533

Re: Side Letter between City of Fairfield and Operating Engineers Local Union No. 3 for the Project Labor Agreement for Construction of the City of Fairfield Intermodal Station Project

Dear Mr. Harrison:

By this letter, the Parties agree that, notwithstanding Section 2.3.1 or any other provision of the Project Labor Agreement, the City of Fairfield has the right to conduct soils and materials testing and inspection work on the Project for quality control purposes only (i.e., to verify the accuracy of soils and materials testing and inspection work performed by the Prime Contractor or a subcontractor to the Prime Contractor), by the use of either consultants or City employees. All soils and materials testing and inspection craft work conducted by the Prime Contractor (as defined in the Project Labor Agreement), or a subcontractor to the Prime Contractor, however, is covered craft work under the Project Labor Agreement per section 2.3.1.

Date: _____

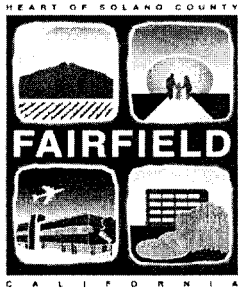
Date: _____

Signature: _____

Signature: _____

By: David A. White, City Manager
For the City of Fairfield

By: Russell E. Burns, Business Manager
For Operating Engineers Local Union No. 3



Agenda Item No. 9

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
Tony Velasquez, Fire Chief TW
Wade Brown, Interim Finance Director WB

SUBJECT: Public Hearing and Resolution of the City Council Confirming Weed Abatement Charges for 2013

RECOMMENDED ACTION

Hold public hearing and adopt resolution.

STATEMENT OF ISSUE

There are unpaid weed abatement charges that require confirmation by City Council prior to placing a lien against the owner's property. Approval by City Council now will allow the Finance Director adequate time to advise the County Recorder and County Tax Collector of lien action before the possible sale of any parcels.

DISCUSSION

The charges include the cost for weed abatement by an outside contractor, plus an administrative charge commensurate with the cost of staff time and expenses. These charges are for services performed between June 6, 2013, and November 5, 2013. Property owners were billed with an option that, if needed, their property could be lienied and placed on the next available property tax bill.

FINANCIAL IMPACT

The City will be reimbursed the costs associated with weed abatement incurred by the Fire and Finance Departments, which total \$2,235.

PAGE 2

Agenda Item No. 9

DATE: July 15, 2014

SUBJECT: Public Hearing and Resolution of the City Council Confirming Weed
Abatement Charges for 2013

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

City Council could choose not to approve the resolution resulting in non-collection of reimbursement costs through the property lien process. This would force staff to utilize services of a collection agency, resulting in a lower return to the City.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

Attachment 2: Public Hearing Notice

STAFF CONTACT

Jorge Merodio

707-436-7220

jmerodio@fairfield.ca.gov

Coordinated with: City Attorney's Office

CITY OF FAIRFIELD
RESOLUTION NO. 2014 - 175

**RESOLUTION OF THE CITY COUNCIL CONFIRMING WEED ABATEMENT
CHARGES FOR 2013**

WHEREAS, under the statutes of the State of California and the Weed Abatement Ordinance of the City of Fairfield, Chapter 23, of the City Code, provisions are made to establish and operate a weed abatement program in the City of Fairfield; and

WHEREAS, under existing laws and ordinance, weeds have been abated pursuant to law, and a list of costs to the City for abating such weeds on parcels of land for the period of January 1, 2013, through December 31, 2013, has been compiled; and

WHEREAS, notice of the report and assessments has been posted and published in accordance with law; and

WHEREAS, the Council has conducted a public hearing considering the report and any protest or objections.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The weed abatement report showing costs of abatement, assessor's parcel number, and name of property owner in each instance which has now been compiled, marked Exhibit "A" and made a part hereof, is officially confirmed by Council.

Section 2. The aforementioned abatement report shall be used in connection with the collection and shall be subjected to the same interest and penalties as are provided for other delinquent taxes or assessments and shall constitute a lien on the property assessed until paid.

Section 3. In accordance with Chapter 23 of the City Code, the Director of Finance is hereby authorized and directed to file with the County Recorder's Office a Notice of Special Assessment for each parcel listed in Exhibit "A" and, upon payment of said Special Assessment, the Director of Finance will file with the County Recorder's Office a Notice of Release of Special Assessment.

Section 4. In accordance with Chapter 23, Sec. 23.9, of the City Code, the Director of Finance is hereby authorized and directed to file with the County Auditor the assessment list and to request that the charges be added to the next property tax rolls

and collected in the same manner as ordinary municipal taxes or assessments and shall constitute a lien on the property assessed until paid.

PASSED AND ADOPTED this 15th day of July, 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

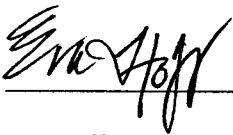
CITY CLERK

CITY OF FAIRFIELD
NOTICE OF HEARING ON REPORT AND ASSESSMENT
FOR WEED ABATEMENT

NOTICE IS HEREBY GIVEN that on June 04, 2014 the Director of Finance of the City of Fairfield filed with the City Clerk of said City a report and assessment of abatement of weeds within the City, a copy of which is posted on the bulletin board at the entrance to City Hall.

NOTICE is further given that on the 15th day of July, 2014 at the hour of six o'clock p.m., in the Council Chamber of said City, said report and assessment list will be presented to the City Council of said City for consideration and confirmation, and that any and all persons interested, having any objections to said report and assessments list, or to any matter or thing contained therein, may appear at said time and place and be heard.

For additional information regarding this matter, please contact the Finance Director's office, City Hall, or telephone 707-428-7400.

A handwritten signature in black ink, appearing to read 'Eva Hoff', is written over a horizontal line.

Eva Hoff, Deputy City Clerk

Dated: June 5, 2014

To be published on Saturday, June 7, 2014 and on Saturday June 14, 2014



Agenda Item No. 10

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KLB

SUBJECT: Public Hearing and Introduce Ordinance 2014-05 of the City Council of the City of Fairfield Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses

RECOMMENDED ACTION

1) Continue public hearing and introduction of ordinance 2) Waive further reading of the ordinance in full and approve reading by title only, and 3) Approve the first reading of the ordinance.

STATEMENT OF ISSUE

On May 20, 2014, a Public Hearing was opened to introduce an Ordinance Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses. That Public Hearing was continued to allow staff time to address questions raised by City Council. This staff report is intended to address these questions and provide City Council with the information needed to make the recommended Ordinance revisions. The proposed Ordinance makes minor changes to Chapter 12C of the Fairfield City Code, which governs golf courses in the City of Fairfield to prohibit unauthorized golf instruction on the City golf courses.

DISCUSSION

Most municipal and private golf courses offer private golf lessons provided by the course operator. These lessons are an important and integral part of the golf course operation and overall success of the course. Private instruction provided by the operator helps to promote the course as well as the sport and it also provides a means by which the operator can help offset the costs of providing and maintaining the driving range.

DATE: July 15, 2014

SUBJECT: Public Hearing and Introduce Ordinance 2014-05 of the City Council of the City of Fairfield Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses

The vast majority of courses do not allow private instructors to utilize the driving range and course facilities to conduct for-profit lessons. There are several reasons why independent private instruction is generally not permitted. The most important of these are:

- Economics: Unregulated private instruction undermines the golf course's economic viability. The course operator has a considerable investment to provide and maintain the facilities. Golf instruction provided by the operator is an important revenue source to help offset that expense. Unregulated private instruction allows people to unfairly out-compete the operator because they do not have to include facility expenses in their costs.
- Liability: The golf course operator and owner (in this case the City) have liability exposure for the facilities they operate. Unregulated private instruction exacerbates that liability exposure for activities over which they have no control and for which they receive little or no compensation.
- Image/Success: Golf rounds have increased the past couple of years, but remain well below their peak. Competition for play is ever-increasing and the image of a course directly affects its place in the market. Professional instruction is an important element of that image. Unregulated private instruction has the potential to negatively impact the image of a course because the affiliation of instructors may not be readily discernable depending on how they represent themselves.

In negotiating the current operations agreement for the two Fairfield municipal golf courses, these factors were taken into consideration. The operations agreement requires the operator to maintain the facilities, including the driving range, at a high standard. The agreement also requires the operator to provide for private golf lessons. To ensure the ongoing success of the courses, instructors must be PGA certified. To help defray the considerable cost of meeting these requirements, the agreement provides that 100% of the proceeds providing golf instruction shall be returned to the course operator.

The proposed Ordinance language would clarify the current City of Fairfield code Section 12C.6a by making it clear that private, for-profit instruction would be prohibited at the City's golf courses. As stated above, this prohibition is a standard in the golf industry. It is important to prevent the city's contract golf course operator, Kemper Sports, from financial harm and to protect the City and Kemper from liability. This prohibition would also help protect the economic viability of the golf courses and therefore the City General Fund.

DATE: July 15, 2014

SUBJECT: Public Hearing and Introduce Ordinance 2014-05 of the City Council of the City of Fairfield Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses

It is important to note that the proposed Ordinance language would not in any way prohibit informal volunteer instruction. In fact, Kemper Sports encourages such efforts and helps the City support and underwrite youth golf programs.

In discussions with Kemper Sports, they understood the agreement with the City and the ordinance to provide for exclusive private golf instruction. That assumption was included in their negotiated cost structure to operate and maintain the City's courses. The City allowing unregulated private instruction would have an adverse impact on their cost structure.

For the reasons outlined above, staff recommends that the City Council adopt the attached Ordinance revisions prohibiting unauthorized instruction at the City's golf courses.

FINANCIAL IMPACT

N/A

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

A summary of this ordinance was published May 24, 2014, in the Daily Republic. The ordinance was also e-mailed to members of the Golf Course Advisory Members.

ALTERNATIVE ACTION

Should City Council decide not to adopt the attached ordinance, staff recommends that private instruction be regulated and be consistent with the City's current practice and policies regarding private instruction (i.e. swim lessons, dance classes, etc.) at City-owned facilities, which include the following:

- Registration: Instructors are required to register with the City and successfully complete a background check and provide insurance and indemnification.
- Reimbursement: Instructors are required to pay between 30% and 50% of their published rate to the City to help offset the cost of providing and maintaining the facilities. In this case, staff would propose that this payment be transferred to the City's golf course operator.
- Obtain City business license.

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Agenda Item No. 10

DATE: July 15, 2014

SUBJECT: Public Hearing and Introduce Ordinance 2014-05 of the City Council of the City of Fairfield Amending Chapter 12C Golf Courses, Prohibiting Unauthorized Golf Instruction at City Owned Golf Courses

DOCUMENTS ATTACHED

Attachment 1: Ordinance

STAFF CONTACT

Thomas Martian, Public Works Manager

707.428.7478

tmartian@fairfield.ca.gov

Coordinated with: City Attorney
Golf Advisory Board

CITY OF FAIRFIELD

ORDINANCE NO. 2014 - 05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AMENDING
CHAPTER 12C GOLF COURSES, PROHIBITING UNAUTHORIZED GOLF
INSTRUCTION AT CITY OWNED GOLF COURSES**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD DOES ORDAIN AS FOLLOWS:

Section 12C.3 of Chapter 12C of the Fairfield City Code is hereby amended by adding subsection (j) to read as follows:

“(j) Provide golf instruction at any golf course owned by the City of Fairfield, in exchange for compensation of any kind, unless employed by or under contract with the City or the City’s golf course operator for that purpose.”

SECTION 2. This Ordinance shall be effective 30 days following its adoption by the City Council. A summary of this Ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California with the names of the City Councilmembers voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Fairfield on the 15th day of July 2014, and

PASSED AND ADOPTED this ____ day of _____ 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

pw



Agenda Item No. 11

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KLBS

SUBJECT: Public Hearing and Resolution of the City Council Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 8 – Kolob Estates

RECOMMENDED ACTION

Hold public hearing and adopt resolution.

STATEMENT OF ISSUE

The adoption of this resolution approves the FY 2014-2015 Engineer's Report for Maintenance District No. 8 – Kolob Estates. There are no increases in assessments proposed for the upcoming year.

DISCUSSION

The City formed this special district to provide a funding source for the maintenance of the landscaping and lighting improvements within the Kolob development area. This district was formed under the State of California Landscape and Lighting Act of 1972.

The City Council preliminarily approved the Engineer's Report on June 3, 2014. Final approval of the assessments requires a public hearing.

The process of approving the annual assessment amounts is subject to the provisions of Proposition 218. Assessment ranges have been created for some, but not all, of the districts. In those districts with adopted assessments ranges, assessments may be adjusted as required and up to the top of the range without requiring a Proposition 218 vote of the property owners. However, for districts without an approved assessment range and for districts that are at the top of their approved range, no increases are possible without formal balloting and approval of the property owners.

DATE: July 15, 2014

SUBJECT: Resolution of the City Council Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearings Thereof for Maintenance District No. 8 – Kolob Estates

The assessment for Kolob Estates is proposed to remain at \$400 per year, which is at the top of the adopted range. The overall expenses for Kolob Estates are expected to decrease this year, due to a new landscape maintenance contract, a savings to the district's budget. Even though the budget in the district is nearly balanced, the assessments cannot be lowered due to underfunded reserves and the expectation of increased maintenance costs in the future.

FINANCIAL IMPACT

The City General Fund will contribute a total of \$1,000 to this district. The contribution is for street lighting. The credit is in accordance with Resolution 91-213B.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

City staff met with the Residential Landscape Maintenance District Review Committee on May 22, 2014. The committee has reviewed and supports the proposed budgets and assessments for this district.

ALTERNATIVE ACTION

Due to the pending deadline for filing of this resolution and corresponding assessments with the County, this item needs to be approved by City Council no later than July 15, 2014 and failure to approve this item by this time will likely result in the forfeiture of the \$52,000 in revenues over the next fiscal year.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

STAFF CONTACT

Thomas Martian, Public Works Manager
707.428.7478
tmartian@fairfield.ca.gov

Coordinated with: Residential Landscape Maintenance District Review Committee

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 161

RESOLUTION OF THE CITY COUNCIL APPROVING THE 2014-2015 ENGINEER'S REPORT, CONFIRMING THE BOUNDARIES AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS AND PROVIDING FOR NOTICE OF HEARINGS THEREOF FOR MAINTENANCE DISTRICT NO. 8 – KOLOB ESTATES

WHEREAS, by its Resolution No. 91-136, A Continuing Resolution Directing Preparation of Annual Report for Maintenance Assessment District, this Council designated an Engineer and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said report was duly made and filed with the City Clerk and duly considered by this Council and found to be sufficient in every particular, whereupon it was determined that said report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the Resolution No. 2014-119, and that July 15, 2014, at the hour of 6:00 p.m., in the regular meeting of this Council, City Council Chambers, 1000 Webster Street, Fairfield, California, were appointed as the time and place for hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed times and place said hearing was duly and regularly held, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to said levy were fully heard and considered by this Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order said levy and assessment prepared by and made a part of the report of said Engineer to pay the costs and expenses thereof.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The property owners owning more than fifty percent of the area of assessable lands within the District had not, at the conclusion of said hearing, filed written protests against the said proposed levy, as a whole or as to any part thereof, or against the said District of the extent thereof to be assessed for the costs and expenses of said levy as a whole, or as to any part thereof, or against the Engineer's estimate of costs and expenses, in whole or in part, or against the maps and description, in whole or in part, or against the diagram of the assessment to pay for the cost and expenses thereof, in whole or in part.

Section 2. The public interest, convenience, and necessity require that said levy be made.

Section 3. The District benefited by said improvements and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the City Clerk, which map is made a part hereof by reference thereto.

Section 4. Said Engineer's Report as a whole and each part thereof, to wit:

- a. The Engineer's estimate of the itemized costs and expenses of maintaining said improvements and of the incidental expenses in connection therewith.
- b. A description of the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of lands within said district.
- c. The assessment of the total amount of the cost and expenses of the proposed maintenance of said improvements upon the several lots and parcels of land in said District in proportion to the estimated benefits to be received by such lots and parcels, respectively, from said maintenance, and of the expenses incidental thereto; are finally approved and confirmed.

Section 5. Final adoption and approval of the Engineer's Report as a whole, including the estimate of costs and expenses, the diagram and the assessment, as contained in said report, as hereinabove determined and ordered, is intended to and shall refer and apply to said report, or any portion thereof, as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Council.

Section 6. The 2014-2015 assessment shall be \$400 per single-family lot. The proposed assessment range for the landscaping and lighting assessment is \$300 to \$400 per single-family lot.

Section 7. Said assessment to pay the costs and expenses of the maintenance of said improvements is hereby levied. For further particulars pursuant to the provisions of said Landscaping and Lighting Act of 1972, reference is hereby made to said Continuing Resolution Directing Preparation of Annual Report for Maintenance Assessment District.

Section 8. Based on the oral and documentary evidence, including said Engineer's Report, offered and received at said hearing, this Council expressly finds and determines (a) that each of said several lots and parcels of land will be specially benefited by the maintenance of said improvements at least in the amount, if not more than the amount, of the assessment apportioned against said lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of said evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

Section 9. Immediately upon the adoption of this Resolution, but in no event later than the first Monday in August following such adoption, the City Clerk shall file a certified copy of this resolution with the Auditor of the County of Solano. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County of Solano, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Director of Finance of the City of Fairfield.

Section 10. Upon receipt of monies representing assessments collected by the County, the Director of Finance of this City of Fairfield shall deposit the monies in the City Treasury to the credit of an improvement fund, which improvement fund the Director of Finance of this City is hereby directed to establish under the distinctive designation of said District. Monies in said improvement fund shall be expended only for the maintenance of said improvements.

PASSED AND ADOPTED this 15th day of July 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
pw



Agenda Item No. 12

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KL

SUBJECT: Public Hearing and Resolution of the City Council Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 12 – Downtown Business District

RECOMMENDED ACTION

Hold public hearing and adopt resolution.

STATEMENT OF ISSUE

The adoption of this resolution will approve the FY2014-2015 Engineer's Report for Maintenance District No. 12 – Downtown Business District and provide for the levy and collection of assessments. There are no increases in assessments proposed for the upcoming year.

DISCUSSION

This district was formed under the State of California Landscape and Lighting Act of 1972 to provide a funding source for the maintenance of the public landscaping and lighting improvements in the downtown area. The City Council preliminarily approved the Engineer's Report on June 3, 2014. Final approval of the assessments requires a public hearing, which has been scheduled for the July 15, 2014 City Council meeting.

This district has adopted assessment ranges, which allows assessments to be adjusted as required within the specified range without requiring a Proposition 218 vote of the property owners. The individual annual assessments for the Downtown Business District (Maintenance District No. 12) are proposed to remain at their current level for next fiscal year.

DATE: July 15, 2014

SUBJECT: Public Hearing and Resolution of the City Council Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearings Thereof for Maintenance District No. 12 – Downtown Business District

The assessments for 2014-2015 will not exceed the individual ranges for the parcels in this district, which were established in 1997 and vary from a low of \$15 up to \$2,916 annually per parcel. Special projects include plant and bark replacement.

FINANCIAL IMPACT

There are no General Fund contributions to this district. The total assessments for the district during next fiscal year will be approximately \$60,256.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

City staff met with the Landscape Maintenance District Review Committee on May 22, 2014. The committee has reviewed and supports the proposed budgets and assessments for the residential districts.

ALTERNATIVE ACTION

Due to the pending deadline for filing of this resolution and corresponding assessments with the County, this item needs to be approved by City Council no later than July 15, 2014 and failure to approve this item by this time will likely result in the forfeiture of the revenues for the next fiscal year. If City Council has any questions, this request can be delayed so staff can provide the necessary backup.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

STAFF CONTACT

Thomas Martian, Public Works Manager
707.428.7478
tmartian@fairfield.ca.gov

Coordinated with: N/A

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 162

RESOLUTION OF THE CITY COUNCIL APPROVING THE 2014-2015 ENGINEER'S REPORT, CONFIRMING THE BOUNDARIES AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS AND PROVIDING FOR NOTICE OF HEARINGS THEREOF FOR MAINTENANCE DISTRICT NO. 12 – DOWNTOWN BUSINESS DISTRICT

WHEREAS, by its Resolution No. 91-136, A Continuing Resolution Directing Preparation of Annual Report for Maintenance Assessment District, this Council designated an Engineer and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said report was duly made and filed with the City Clerk and duly considered by this Council and found to be sufficient in every particular, whereupon it was determined that said report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the Resolution No. 2014-120, and that July 15, 2014, at the hour of 6:00 p.m., in the regular meeting of this Council, City Council Chambers, 1000 Webster Street, Fairfield, California, was appointed as the time and place for a hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place said hearing was duly and regularly held, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to said levy were fully heard and considered by this Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order said levy and the confirmation of the district boundaries and assessment prepared by and made a part of the report of said Engineer to pay the costs and expenses thereof.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The property owners owning more than fifty percent of the area of assessable lands within the District had not, at the conclusion of said hearing, filed written protests against the said proposed levy, as a whole or as to any part thereof, or against the said District of the extent thereof to be assessed for the costs and expenses of said levy as a whole, or as to any part thereof, or against the Engineer's estimate of costs and expenses, in whole or in part, or against the maps and description, in whole or in part, or against the diagram of the assessment to pay for the cost and expenses thereof, in whole or in part.

Section 2. The public interest, convenience, and necessity require that said levy be made.

Section 3. The District benefited by said improvements and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the City Clerk, which map is made a part hereof by reference thereto.

Section 4. Said Engineer's Report as a whole and each part thereof, to wit:

- a. The Engineer's estimate of the itemized costs and expenses of maintaining said improvements and of the incidental expenses in connection therewith.
- b. A description of the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of lands within said district.
- c. The assessment of the total amount of the cost and expenses of the proposed maintenance of said improvements upon the several lots and parcels of land in said District in proportion to the estimated benefits to be received by such lots and parcels, respectively, from said maintenance, and of the expenses incidental thereto; are finally approved and confirmed.

Section 5. Final adoption and approval of the Engineer's Report as a whole, including the estimate of costs and expenses, the assessment and the assessment ranges, as contained in said report, as hereinabove determined and ordered, is intended to and shall refer and apply to said report, or any portion thereof, as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Council.

Section 6. The assessments and assessment ranges shall be as shown in the Engineer's Report.

Section 7. Said assessment to pay the costs and expenses of the maintenance of said improvements is hereby levied. For further particulars pursuant to the provisions of said Landscaping and Lighting Act of 1972, reference is hereby made to said Continuing Resolution Directing Preparation of Annual Report for Maintenance Assessment District.

Section 8. Based on the oral and documentary evidence, including said Engineer's Report, offered and received at said hearing, this Council expressly finds and determines (a) that each of said several lots and parcels of land will be specially benefited by the maintenance of said improvements at least in the amount, if not more than the amount, of the assessment apportioned against said lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of said evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

Section 9. Immediately upon the adoption of this Resolution, but in no event later than the first Monday in August following such adoption, the City Clerk shall file a certified copy of this resolution with the Auditor of the County of Solano. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County of Solano, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Director of Finance of the City of Fairfield of Fairfield.

Section 10. Upon receipt of monies representing assessments collected by the County, the Director of Finance of this City of Fairfield (City) shall deposit the monies in the City Treasury to the credit of an improvement fund, which improvement fund the Director of Finance of this City is hereby directed to establish under the distinctive designation of said District. Monies in said improvement fund shall be expended only for the maintenance of said improvements.

PASSED AND ADOPTED this 15th day of July 2014 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
PW



Agenda Item No. 13

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KL

SUBJECT: Public Hearing and Resolution of the City Council Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearing Thereof for Maintenance District No. 7 – Rolling Hills

RECOMMENDED ACTION

Hold public hearing and adopt resolution.

STATEMENT OF ISSUE

The adoption of this resolution will approve the FY2014-2015 Engineer's Report for Maintenance District No. 7 – Rolling Hills and provide the levy and collection of assessments. There are no increases in the individual assessments proposed for the upcoming year.

DISCUSSION

The City formed this special district to provide a funding source for the maintenance of the landscaping and lighting improvements within the Rolling Hills development area. The district was formed under the State of California Landscape and Lighting Act of 1972. The City Council preliminarily approved the Engineer's Report on June 3, 2014. Final approval of the assessments requires a public hearing, which has been scheduled for the July 15, 2014 City Council meeting.

The process of approving the annual assessment amounts is subject to the provisions of Proposition 218. This district has adopted assessment ranges and assessments may be adjusted as required within the specific range without requiring a Proposition 218 vote of the property owners.

DATE: July 15, 2014
SUBJECT: Public Hearing and Resolution of the City Council Approving the 2014-2015 Engineer's Report, Confirming the Boundaries and Ordering the Levy and Collection of Assessments and Providing for Notice of Hearings Thereof for Maintenance District No. 7 – Rolling Hills

The overall budget for the Rolling Hills Maintenance District is proposed to increase this year due to utility costs. However, the individual assessments are proposed to remain the same as the current fiscal year due to the use of some of unallocated reserves to offset the increase in costs. Special projects for this district include the removal and replacement of trees as well as repairing of sidewalks damaged by tree roots.

The assessments for the Rolling Hills zone is proposed to be \$293 per lot and the Serpas Ranch zone is proposed to remain at \$190.50 per lot. The approved ranges for these areas are \$200 - \$300 for Rolling Hills and \$150 – \$288.53 for Serpas Ranch. The total assessments to be collected this year are \$284,770.

The commercial assessments for the properties at the intersection of Hilborn Road and Lyon Road will remain the same as last year. The assessments for the commercial parcels do not exceed the ranges established in 1994 for these parcels.

FINANCIAL IMPACT

The total assessment for this district during the next fiscal year will be \$284,770 and the City General Fund will also contribute \$34,000 to this district.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

City staff met with the Residential Landscape Maintenance District Review Committee on May 22, 2014. The committee has reviewed and supports the proposed budgets and assessments for the residential districts.

ALTERNATIVE ACTION

Due to the pending deadline for filing of this resolution and corresponding assessments with the County, this item needs to be approved by City Council no later than July 15, 2015 and failure to approve this item by this time will likely result in the forfeiture of the \$284,770 in revenues over the next fiscal year.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution

STAFF CONTACT

Thomas Martian, Public Works Manager
707.428.7478
tmartian@fairfield.ca.gov

Coordinated with: Residential Landscape Maintenance District Review Committee

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 163

RESOLUTION OF THE CITY COUNCIL APPROVING THE 2014-2015 ENGINEER'S REPORT, CONFIRMING THE BOUNDARIES AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS AND PROVIDING FOR NOTICE OF HEARING THEREOF FOR MAINTENANCE DISTRICT NO. 7 – ROLLING HILLS

WHEREAS, by its Resolution No. 91-136, A Continuing Resolution Directing Preparation of Annual Report for Maintenance Assessment District, this Council designated an Engineer and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said report was duly made and filed with the City Clerk and duly considered by this Council and found to be sufficient in every particular, whereupon it was determined that said report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to Resolution No. 2014-118, and that July 15, 2014, at the hour of 6:00 p.m., in the regular meeting of this Council, City Council Chambers, 1000 Webster Street, Fairfield, California, were appointed as the time and place for hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed times and place said hearing was duly and regularly held, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to said levy were fully heard and considered by this Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order said levy and assessment prepared by and made a part of the report of said Engineer to pay the costs and expenses thereof.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The property owners owning more than fifty percent of the area of assessable lands within the District had not, at the conclusion of said hearing, filed written protests against the said proposed levy, as a whole or as to any part thereof, or against the said District of the extent thereof to be assessed for the costs and expenses of said levy as a whole, or as to any part thereof, or against the Engineer's estimate of costs and expenses, in whole or in part, or against the maps and description, in whole or in part, or against the boundaries of the assessment to pay for the cost and expenses thereof, in whole or in part.

Section 2. The public interest, convenience, and necessity require that said levy be made.

Section 3. The District benefited by said improvements and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the City Clerk, which map is made a part hereof by reference thereto.

Section 4. Said Engineer's Report as a whole and each part thereof, to wit:

- a. The Engineer's estimate of the itemized costs and expenses of maintaining said improvements and of the incidental expenses in connection therewith.
- b. A description of the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of lands within said district.
- c. The assessment of the total amount of the cost and expenses of the proposed maintenance of said improvements upon the several lots and parcels of land in said District in proportion to the estimated benefits to be received by such lots and parcels, respectively, from said maintenance, and of the expenses incidental thereto; are finally approved and confirmed.

Section 5. Final adoption and approval of the Engineer's Report as a whole, including the estimate of costs and expenses, the boundaries and the assessment, as contained in said report, as hereinabove determined and ordered, is intended to and shall refer and apply to said report, or any portion thereof, as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Council.

Section 6. The amount of the proposed assessments for fiscal year 2014-2015 is as follows: Rolling Hills Zone is \$293 per lot and the Serpas Ranch Zone is \$190.50 per lot. The amounts for the proposed per lot assessments do not exceed the adopted ranges for the district (Rolling Hills \$200 - \$300 and Serpas Ranch \$150 - \$288.53).

Section 7. Said assessment to pay the costs and expenses of the maintenance of said improvements is hereby levied. For further particulars pursuant to the provisions of said Landscaping and Lighting Act of 1972, reference is hereby made to said Continuing Resolution Directing Preparation of Annual Report for Maintenance Assessment District.

Section 8. Based on the oral and documentary evidence, including said Engineer's Report, offered and received at said hearing, this Council expressly finds and determines (a) that each of said several lots and parcels of land will be specially benefited by the maintenance of said improvements at least in the amount, if not more than the amount, of the assessment apportioned against said lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of said evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

Section 9. Immediately upon the adoption of this Resolution, but in no event later than the first Monday in August following such adoption, the City Clerk shall file a certified copy of this resolution with the Auditor of the County of Solano. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County of Solano, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Director of Finance of the City of Fairfield of Fairfield.

Section 10. Upon receipt of monies representing assessments collected by the County, the Director of Finance of this City of Fairfield shall deposit the monies in the City Treasury to the credit of an improvement fund, which improvement fund the Director of Finance of this city is hereby directed to establish under the distinctive designation of said District. Monies in said improvement fund shall be expended only for the maintenance of said improvements.

PASSED AND ADOPTED this 15th day of July 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

pw



Agenda Item No. 14

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KL

SUBJECT: Public Hearing and Adopt Resolutions

Resolution of the City Council Annexing of Territory (Taco Bell Development) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 4; and

Resolution of the City Council Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 4 (Taco Bell Development)

RECOMMENDED ACTION

Hold public hearing and adopt resolutions.

STATEMENT OF ISSUE

The conditions of approval for the Taco Bell Development, requires the development to annex into Community Facilities District No. 2012-2 (CFD 2012-2). The district was formed by the City of Fairfield (City) to provide funding for public safety services, open space operation and park maintenance. The adoption of these resolutions will fulfill that requirement and complete the annexation.

DATE: July 15, 2014

SUBJECT: Authorize the Levy of Special Taxes (Public Safety Services, Open Space Operation and Park Maintenance) Annexation No. 4 and Declaring Results of Special Annexation Election to Annex Territory to Community Facilities District 2012-2 (Taco Bell Development)

DISCUSSION

Resolution No. 2012-232 establishes CFD 2012-2, a Mello Roos Community Facilities District that was formed with the expectation that all subsequent development would be required to annex into the district.

The development proposed for annexation into CFD 2012-2 is known as the Taco Bell Development, which consists of the development of .73 acres and the construction of a 2,453 square foot commercial building, located at 4475 Central Way as depicted on Exhibit A.

Resolution No. 2014-97, adopted on June 3, 2014, set the public hearing on July 15, 2014. The adoption of the attached resolutions annexes the territory into CFD 2012-2, submits the levy of the special tax to the qualified electors, and declares the results of the special election. This is the final step in the annexation process and since the conditions of development requires the parcel to annex into CFD 2012-2 and the developer owns the parcel, a majority protest of the annexation is not anticipated.

Once the annexation is complete, the property owners of the Taco Bell Development will be required to pay an annual special tax for CFD 2012-2 as itemized on their property tax bill, beginning in Fiscal Year (FY) 2014/2015 in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax.

FINANCIAL IMPACT

CFD 2012-2 provides funding for public safety services, open space operation and park maintenance in the Fairfield area. The estimated annual revenue received by the City for this development will be \$540.75. CFD 2012-2 includes an annual CPI adjustment, and the funds for CFD 2012-2 will be collected through annual property taxes.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions concerning the required annexation of this development, the annexation may be rescheduled until the next City Council meeting so staff may provide the necessary backup.

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Agenda Item No. 14

DATE: July 15, 2014

SUBJECT: Authorize the Levy of Special Taxes (Public Safety Services, Open Space Operation and Park Maintenance) Annexation No.4 and Declaring Results of Special Annexation Election to Annex Territory to Community Facilities District 2012-2 (Taco Bell Development)

DOCUMENTS ATTACHED

Attachment 1: Exhibit A Boundary Map

Attachment 2: Proposed Resolution of Annexation with Exhibit A

Attachment 3: Proposed Resolution Declaring Results of Election with Exhibit A

STAFF CONTACT

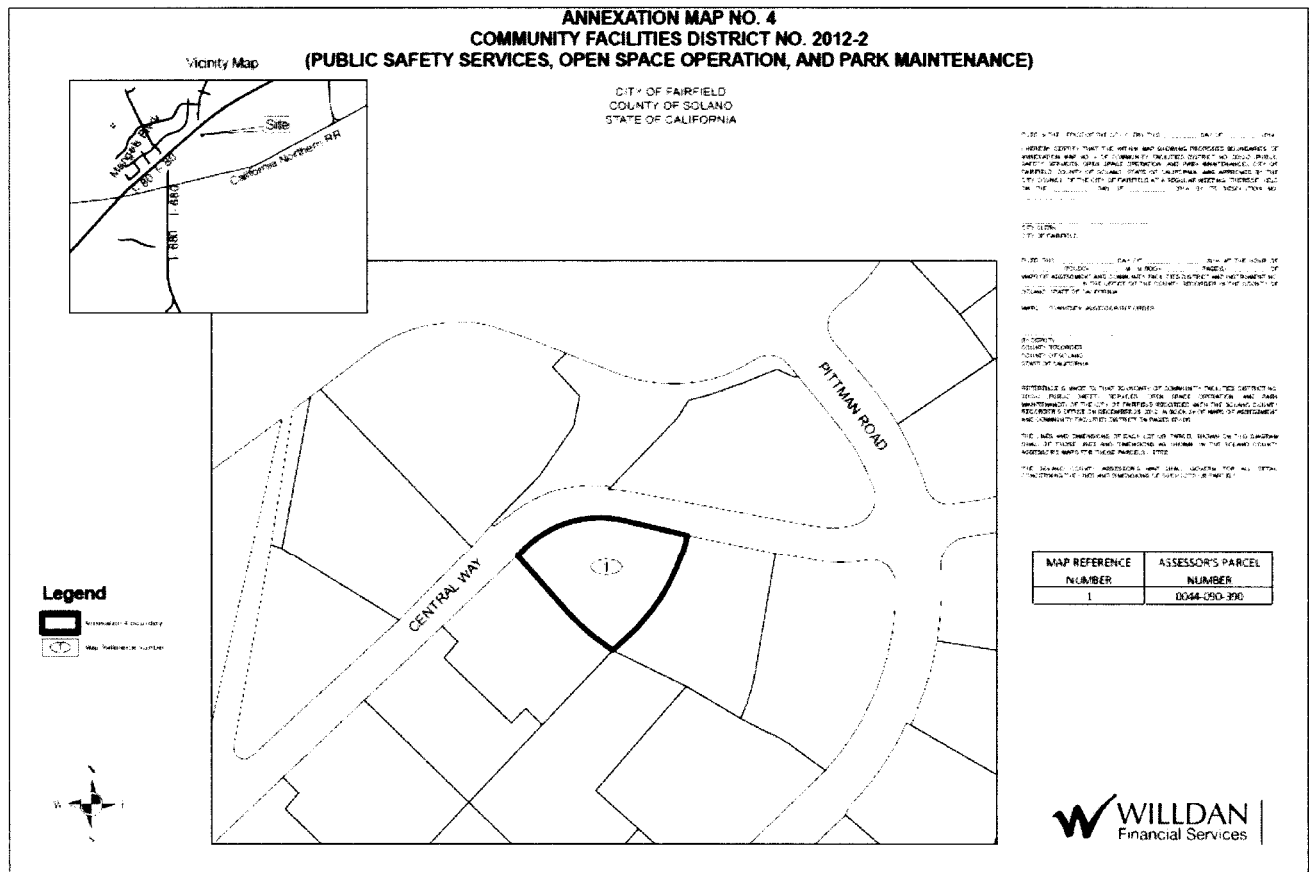
Thomas Martian, Public Works Manager

707.428.7478

tmartian@fairfield.ca.gov

Coordinated with: N/A

EXHIBIT A
City of Fairfield Community Facilities District No. 2012-2
(Public Safety Services, Open Space Operation and Park Maintenance)
Boundary Map



CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 176

RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (TACO BELL DEVELOPMENT) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2012-2 (PUBLIC SAFETY SERVICES, OPEN SPACE OPERATION, AND PARK MAINTENANCE) ANNEXATION NO. 4

WHEREAS, this Council, on June 3, 2014, adopted Resolution No. 2014-97 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, and amended (the "Act"); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the Resolution of Intention set July 15, 2014 as the date of the public hearing; and

WHEREAS, on the 15th of July 2014, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD; and

WHEREAS, at said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Annexation Map No. 4 to the CFD has been filed with the County Recorder of the County of Solano, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 4 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention, has heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.

Section 5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c) (1), and (c) (3) of said Section 1340 are applicable to this election.

Section 7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on July 15, 2014 ("Election Day") in the office of the City Clerk, at City Hall, 1000 Webster Street, Fairfield, California.

Section 8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.

Section 9. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by person delivery.

Section 10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED AND ADOPTED this 15th day of July 2014.

STATE OF CALIFORNIA
COUNTY OF SOLANO ss.
CITY OF FAIRFIELD

I, _____, City Clerk of the City of Fairfield, County of Solano, State of California do hereby certify that the foregoing Resolution No. 2014-176 was regularly adopted by the City Council of said City of Fairfield at a regular meeting of said council held on the 15th day of July 2014 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
pw

EXHIBIT A

**City of Fairfield
Community Facilities District No. 2012-2
(Public Safety Services, Open Space Operation, and Park Maintenance)
Annexation No. 4
OFFICIAL BALLOT**

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Fairfield no later than 6:00 p.m. on July 15, 2014 either by mail or in person. The City Clerk's office is located at City Hall, 1000 Webster Street, Fairfield, California, 94533.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of Fairfield and obtain another.

BALLOT MEASURE: Shall the City of Fairfield, by and for its Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Fairfield adopted by its Council on June 3, 2014?

YES:

☐

NO:

☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

CITY OF FAIRFIELD
RESOLUTION NO. 2014 - 177

**RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL
ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS,
AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN,
CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2012-2 (PUBLIC
SAFETY SERVICES, OPEN SPACE OPERATION, AND PARK MAINTENANCE)
ANNEXATION NO. 4 (TACO BELL DEVELOPMENT)**

WHEREAS, in proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2014-~~176~~ 177, a Resolution to annex territory to a Community Facilities District, authorizing the levy of a special tax to qualified electors, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 4, adopted July 15, 2014.

Section 2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

Section 3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

Section 4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Solano, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

PASSED AND ADOPTED this 15th day of July 2014.

STATE OF CALIFORNIA
COUNTY OF SOLANO ss.
CITY OF FAIRFIELD

I, _____, City Clerk of the City of Fairfield, County of Solano, State of California do hereby certify that the foregoing Resolution No. 2014-177 was regularly adopted by the City Council of said City of Fairfield at a regular meeting of said council held on the 15th day of July 2014 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
PW

Exhibit A

**City of Fairfield
Community Facilities District No. 2012-2
(Public Safety Services, Open Space Operation, and Park Maintenance)
Annexation No. 4
OFFICIAL BALLOT**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on July 15, 2014, in the territory annexed to Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) of the City of Fairfield which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) ,	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 4 Special Tax Annexation Election, July 15, 2014				

BALLOT MEASURE: Shall the City of Fairfield, by and for its Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD") be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Fairfield adopted by its Council on June 3, 2014?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____
DAY OF JULY 2014.

CITY OF FAIRFIELD

By: _____
City Clerk



Agenda Item No. 15

Agenda Report

DATE: July 15, 2014

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Kevin L. Berryhill, Assistant Director of Public Works KLBS

SUBJECT: Public Hearing and Adopt Resolutions

Resolution of the City Council Annexing of Territory (Carpenters Union Development) to a Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 5; and

Resolution of the City Council Declaring Results of a Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 5 (Carpenters Union Development)

RECOMMENDED ACTION

Hold public hearing and adopt resolutions.

STATEMENT OF ISSUE

The conditions of approval for the Carpenters Union Development, requires the development to annex into Community Facilities District No. 2012-2 (CFD 2012-2). The district was formed by the City of Fairfield (City) to provide funding for public safety services, open space operation and park maintenance. The adoption of these resolutions will fulfill that requirement and complete the annexation.

DATE: July 15, 2014

SUBJECT: Authorize the Levy of Special Taxes (Public Safety Services, Open Space Operation and Park Maintenance) Annexation No. 5 and Declaring Results of Special Annexation Election to Annex Territory to Community Facilities District 2012-2 (Carpenters Union Development)

DISCUSSION

Resolution No. 2012-232 establishes CFD 2012-2, a Mello Roos Community Facilities District that was formed with the expectation that all subsequent development would be required to annex into the district.

The development proposed for annexation into CFD 2012-2 is known as the Carpenters Union Development, which includes the construction of a 45,000 square foot welding training facility for the Northern California Carpenters Union, located at 800 Chadbourne Road as depicted on Exhibit A.

Resolution No. 2014-98, adopted on June 3, 2014, set the public hearing on July 15, 2014. The adoption of the attached resolutions annexes territory into CFD 2012-2, submits the levy of the special tax to the qualified electors, and declares the results of the special election. This is the final step in the annexation process and since the conditions of development requires the parcel to annex into CFD 2012-2 and the developer owns the parcel, a majority protest of the annexation is not anticipated.

Once the annexation is complete, the property owners of the Carpenters Union Development will be required to pay an annual special tax for CFD 2012-2 as itemized on their property tax bill, beginning in Fiscal Year (FY) 2014/2015 in accordance with the rate set forth in the Rate and Method of Apportionment of Special Tax.

FINANCIAL IMPACT

CFD 2012-2 provides funding for public safety services, open space operation and park maintenance in the Fairfield area. The estimated annual revenue received by the City for this development will be \$9,355.57. CFD 2012-2 includes an annual CPI adjustment, and the funds for CFD 2012-2 will be collected through annual property taxes.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the City Council has any questions concerning the required annexation of this development, the annexation may be rescheduled until the next City Council meeting so staff may provide the necessary backup.

DATE: July 15, 2014

SUBJECT: Authorize the Levy of Special Taxes (Public Safety Services, Open Space Operation and Park Maintenance) Annexation No.5 and Declaring Results of Special Annexation Election to Annex Territory to Community Facilities District 2012-2 (Carpenters Union Development)

DOCUMENTS ATTACHED

Attachment 1: Exhibit A Boundary Map

Attachment 2: Proposed Resolution of Annexation with Exhibit A

Attachment 3: Proposed Resolution Declaring Results of Election with Exhibit A

STAFF CONTACT

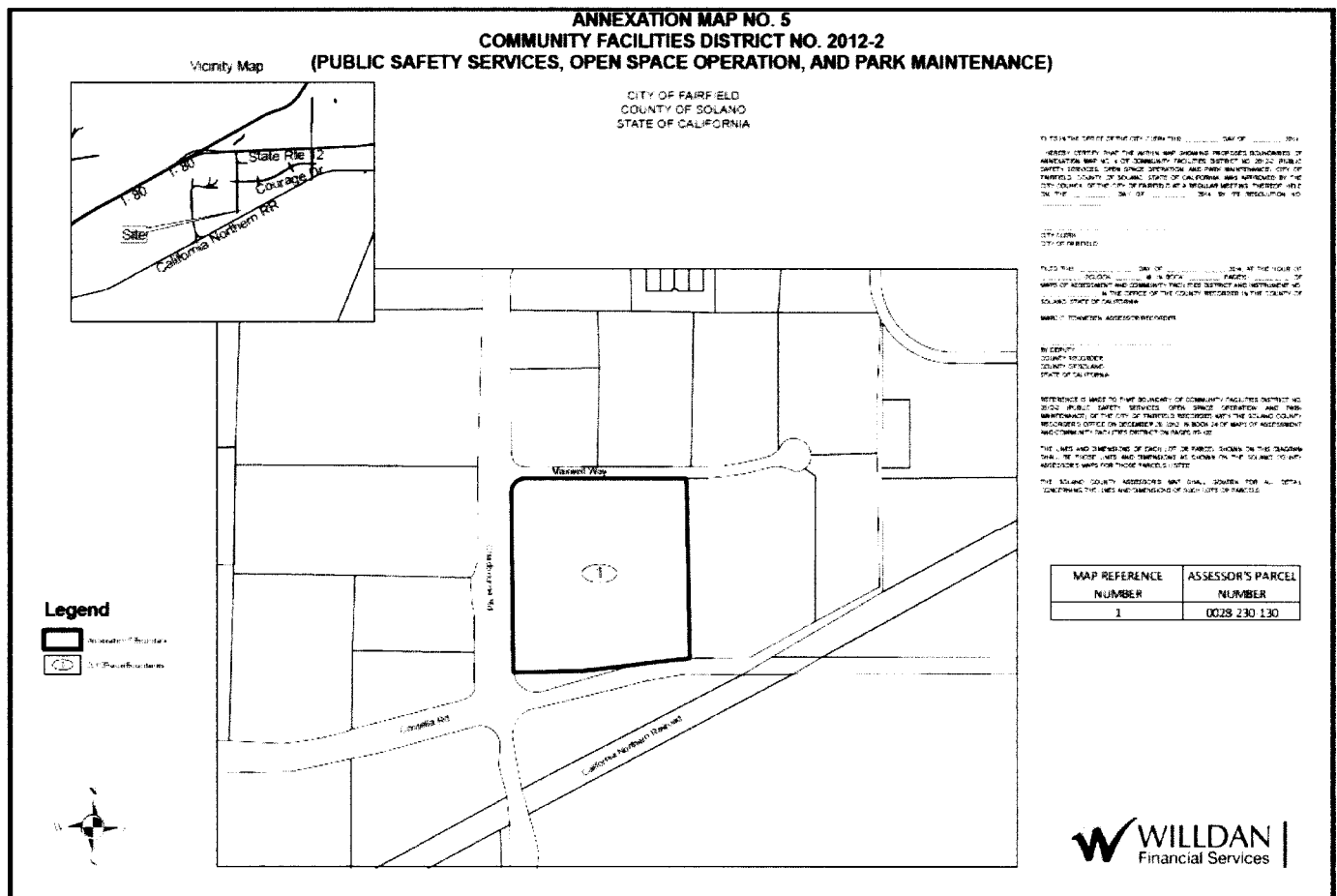
Thomas Martian, Public Works Manager

707.428.7478

tmartian@fairfield.ca.gov

Coordinated with: N/A

EXHIBIT A
City of Fairfield Community Facilities District No. 2012-2
(Public Safety Services, Open Space Operation and Park Maintenance)
Boundary Map



CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 178

RESOLUTION OF THE CITY COUNCIL ANNEXING OF TERRITORY (CARPENTERS UNION DEVELOPMENT) TO A COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS, CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2012-2 (PUBLIC SAFETY SERVICES, OPEN SPACE OPERATION, AND PARK MAINTENANCE) ANNEXATION NO. 5

WHEREAS, this Council, on June 3, 2014, adopted Resolution No. 2014-98 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, and amended (the "Act"); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services of the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the 15th of July 2014, this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD; and

WHEREAS, at said hearing interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the existing CFD, or (iv) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Annexation Map No. 5 to the CFD has been filed with the County Recorder of the County of Solano, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation No. 5 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention, has heretofore been adopted by this Council and are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefore as hereinafter provided.

Section 5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c) (1), and (c) (3) of said Section 1340 are applicable to this election.

Section 7. The Council calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election will be held on July 15, 2014 ("Election Day") in the office of the City Clerk, at City Hall, 1000 Webster Street, Fairfield, California.

Section 8. The City Clerk will be the election official to conduct the election and caused to be provided to each landowner in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which is hereby approved.

Section 9. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by person delivery.

Section 10. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

PASSED AND ADOPTED this 15th day of July 2014.

STATE OF CALIFORNIA
COUNTY OF SOLANO ss.
CITY OF FAIRFIELD

I, _____, City Clerk of the City of Fairfield, County of Solano, State of California do hereby certify that the foregoing Resolution No. 2014-178 was regularly adopted by the City Council of said City of Fairfield at a regular meeting of said council held on the 15th day of July 2014 by the following vote:

AYES: COUNCILMEMBERS: _____
NOES: COUNCILMEMBERS: _____
ABSENT: COUNCILMEMBERS: _____
ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
pw

EXHIBIT A

**City of Fairfield
Community Facilities District No. 2012-2
(Public Safety Services, Open Space Operation, and Park Maintenance)
Annexation No. 5
OFFICIAL BALLOT**

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Fairfield no later than 6:00 p.m. on July 15, 2014 either by mail or in person. The City Clerk's office is located at City Hall, 1000 Webster Street, Fairfield, California, 94533.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of Fairfield and obtain another.

BALLOT MEASURE: Shall the City of Fairfield, by and for its Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Fairfield adopted by its Council on June 3, 2014?

YES: ☐

NO: ☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/Authorized Representative Signature: _____

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 179

RESOLUTION OF THE CITY COUNCIL DECLARING RESULTS OF A SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF FAIRFIELD COMMUNITY FACILITIES DISTRICT NO. 2012-2 (PUBLIC SAFETY SERVICES, OPEN SPACE OPERATION, AND PARK MAINTENANCE) ANNEXATION NO. 5 (CARPENTERS UNION DEVELOPMENT)

WHEREAS, in proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution, which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass and Statement of Results of Election (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The issue presented at the special election was the levy of a special tax within the territory to be annexed to the CFD to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2014-~~178~~ 179, a Resolution to annex territory to a Community Facilities District, authorizing the levy of a special tax to qualified electors, City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) Annexation No. 5, adopted July 15, 2014.

Section 2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

Section 3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

Section 4. It is hereby found that all prior proceedings and actions, taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Solano, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highway Code.

PASSED AND ADOPTED this 15th day of July 2014.

STATE OF CALIFORNIA
COUNTY OF SOLANO ss.
CITY OF FAIRFIELD

I, _____, City Clerk of the City of Fairfield, County of Solano, State of California do hereby certify that the foregoing Resolution No. 2014-179 was regularly adopted by the City Council of said City of Fairfield at a regular meeting of said council held on the 15th day of July 2014 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK
pw

Exhibit A

**City of Fairfield
Community Facilities District No. 2012-2
(Public Safety Services, Open Space Operation, and Park Maintenance)
Annexation No. 5
OFFICIAL BALLOT**

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on July 15, 2014, in the territory annexed to Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) of the City of Fairfield which election is designed as the Special Tax Annexation Election, and the cast for and against the measure are as follows and the total as shown for and against the measure are full, true and correct:

City of Fairfield Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) ,	Qualified Landowner Votes	Votes Cast	YES	NO
Annexation No. 3 Special Tax Annexation Election, July 15, 2014				

BALLOT MEASURE: Shall the City of Fairfield, by and for its Community Facilities District No. 2012-2 (Public Safety Services, Open Space Operation, and Park Maintenance) (the "CFD") be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Fairfield adopted by its Council on June 3, 2014?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____
DAY OF JULY 2014.

CITY OF FAIRFIELD

By: _____
City Clerk